
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 30, 2017

TERRA TECH CORP.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-54258

(Commission
File Number)

26-3062661

(IRS Employer
Identification No.)

2040 Main Street, Suite 225

Irvine, California 92614

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(855) 447-6967**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

Convertible Loan Agreements

On October 30, 2017, MediFarm III, LLC, a wholly-owned subsidiary of Terra Tech Corp. (collectively, the “Company”) entered into Convertible Loan Agreements (collectively, the “Loan Agreements”) with NuLeaf Sparks Cultivation, LLC (“NuLeaf Sparks”) and NuLeaf Reno Production, LLC (“NuLeaf Reno”). Pursuant to the NuLeaf Sparks Loan Agreement the Company agreed to loan \$3,619,134.02 to NuLeaf Sparks to develop and construct a medical marijuana cultivation facility and NuLeaf Sparks issued to the Company a Convertible Promissory Note (the “NuLeaf Sparks Note”) in that amount. Pursuant to the NuLeaf Reno Loan Agreement the Company agreed to loan \$918,226.27 to NuLeaf Reno to develop and construct a medical marijuana production facility and NuLeaf Reno issued to the Company a Convertible Promissory Note (the “NuLeaf Reno Note”) in that amount. Each Loan Agreement contains customary representations, warranties, and covenants by, among, and for the benefit of the parties.

Convertible Promissory Notes

The NuLeaf Sparks Note automatically converts into 50% of the membership interests of NuLeaf Sparks upon approval from the State of Nevada. The NuLeaf Reno Note automatically converts into 50% of the membership interests of NuLeaf Reno upon approval from the State of Nevada. In the event either NuLeaf Sparks or NuLeaf Reno does not receive approval from the State of Nevada for such conversion by May 1, 2018, the applicable Convertible Promissory Note will become due and payable in equal quarterly installments of principal and interest beginning on August 1, 2018. Each Convertible Promissory Note accrues interest at a rate of 6% per annum, payable quarterly. Neither Convertible Promissory Note may be prepaid without the prior written consent of the Company.

Security Agreements

Pursuant to the terms of a Security Agreement, by and between the Company and NuLeaf Sparks, dated as of October 30, 2017, the NuLeaf Sparks Note is secured by all of the assets of NuLeaf Sparks. Pursuant to the terms of a Security Agreement, by and between the Company and NuLeaf Reno, dated as of October 30, 2017, the NuLeaf Reno Note is secured by all of the assets of NuLeaf Reno. Each Security Agreement contains customary representations, warranties, and covenants by, among, and for the benefit of the parties.

Funding Agreements

On October 30, 2017, the Company entered into a Funding Agreement with NuLeaf Sparks pursuant to which the Company agreed to loan an additional \$550,000 to NuLeaf Sparks by November 30, 2017 to develop and construct the medical marijuana cultivation facility and NuLeaf Sparks agreed to issue to the Company a Convertible Promissory Note identical to the NuLeaf Sparks Note in that amount. On October 30, 2017, the Company entered into a Funding Agreement with NuLeaf Reno pursuant to which the Company agreed to loan an additional \$430,000 to NuLeaf Reno by November 30, 2017 to develop and construct the medical marijuana production facility and NuLeaf Reno agreed to issue to the Company a Convertible Promissory Note identical to the NuLeaf Reno Note in that amount.

The foregoing descriptions of the Loan Agreements, the Convertible Promissory Notes, the Security Agreements and the Funding Agreements are qualified in their entirety by reference to the full text of such documents, copies of which are filed as Exhibits 4.15, 4.16 and 10.28-10.33 to this Current Report on Form 8-K and which are incorporated by reference herein in their entirety.

Item 7.01 Regulation FD Disclosure.

On November 1, 2017, Terra Tech Corp. (the "Company") issued a press release announcing that it has entered into the transactions described above with NuLeaf Sparks and NuLeaf Reno. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

4.15 NuLeaf Sparks Cultivation, LLC Convertible Promissory Note

4.16 NuLeaf Reno Production, LLC Convertible Promissory Note

10.28 Convertible Loan Agreement, dated as of October 30, 2017

10.29 Convertible Loan Agreement, dated as of October 30, 2017

10.30 Security Agreement, dated as of October 30, 2017

10.31 Security Agreement, dated as of October 30, 2017

10.32 Funding Agreement, dated as of October 30, 2017

10.33 Funding Agreement, dated as of October 30, 2017

99.1 Press Release, dated November 1, 2017

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TERRA TECH CORP.

Date: November 1, 2017

By: /s/ Derek Peterson
Derek Peterson
President and Chief Executive Officer

NEITHER THIS NOTE NOR THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS AND HAS BEEN TAKEN FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH ANY DISTRIBUTION THEREOF. IT MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION AND QUALIFICATIONS WITHOUT, EXCEPT UNDER CERTAIN SPECIFIC LIMITED CIRCUMSTANCES, AN OPINION OF COUNSEL FOR PAYEE, CONCURRED IN BY COUNSEL FOR OBLIGOR THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED.

NULEAF SPARKS CULTIVATION, LLC

CONVERTIBLE PROMISSORY NOTE

\$3,619,134.02

October 30, 2017

NuLeaf Sparks Cultivation, LLC, a Nevada limited liability company, and NuLeaf, Inc., a Nevada corporation (collectively, "**Obligor**"), for value received, hereby promises to pay to the order of MediFarm III, LLC, a Nevada limited liability company ("**Payee**"), the aggregate principal amount outstanding of Three Million Six Hundred Nineteen Thousand One Hundred Thirty Four Dollars and 02/100 (\$3,619,134.02) under this Promissory Note (hereinafter sometimes referred to as this "**Note**") upon maturity as set forth below together with interest as set forth herein. Interest on this Note shall be computed on the basis of a year of 365 days for the actual number of days elapsed.

1. Convertible Loan Agreement. This Note is being issued in conjunction with that certain Convertible Loan Agreement of even date herewith (the "**Loan Agreement**") where the capitalized terms used herein shall have the meanings prescribed for in the Loan Agreement. The debts, liabilities and obligations of Obligor to Payee under this Note, including all unpaid principal and all interest accrued hereon, whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined shall be referred to as the "**Obligations**". All payments shall be applied first to accrued interest, and thereafter to principal.

2. Interest Rate. The outstanding principal amount shall bear interest from the date of this Note at a rate of six percent (6%) per annum, where said interest shall accrue and be paid on a quarterly basis; provided, however, in the event that the Obligor has obtained, or entered into an agreement to obtain, additional capital and/or financing during the Financing Period (as defined in the Loan Agreement) bearing a minimum rate of return, preferred return or interest rate in excess of the then stated interest rate of this Note, this Note shall immediately bear interest at the higher rate, where said increase shall be effective upon the date on which the higher rate starts to accrue. Interest shall be computed on the basis of the actual number of days elapsed and a year of three hundred sixty (360) days.

3. Default Rate. Upon the occurrence of an Event of Default (as defined herein) under this Note or the Loan Agreement, interest shall accrue on all outstanding principal at a rate equal to the Interest Rate plus six percent (6%) per annum (the "**Default Rate**").

4. Prepayment. This Note may not be prepaid by the Company without the prior written consent of the Payee.

5. Priority. This Note shall rank senior to any and all other loans, advances, debts, liabilities, obligations, covenants and duties of Obligor.

6. Conversion. In accordance with Section 2 of the Loan Agreement, the principal amount of this Note shall be automatically convertible into fifty percent (50%) of the outstanding Membership Interest of NuLeaf Sparks Cultivation, LLC upon the receipt of the approvals for the admission of Payee as a member of NuLeaf Sparks Cultivation, LLC from the Regulatory Authorities (as defined in the Loan Agreement).

7. Maturity Date. In the event Payee does not receive all permits, licenses and approvals which are required to be obtained from Regulatory Authorities in order to own and operate the MME Cultivation Facility by May 1, 2018, this Note shall become due and payable in equal quarterly payments of principal and interest due thereon in lawful money of the United States of America, with the first such payment being due on August 1, 2018.

8. Cancellation of Note. Upon payment in full of all principal and interest payable hereunder, or upon conversion of this Note into Membership Interests of NuLeaf Sparks Cultivation, LLC, this Note shall be surrendered to Obligor for cancellation.

9. Events of Default. Any of the following events which shall occur shall constitute an "Event of Default":

a. Obligor shall fail to pay when due any amount of principal or interest hereunder or other amount payable hereunder, where such failure continues for five (5) days after receipt of written notice from Payee specifying such failure; or

b. Any representation or warranty made or furnished by or on behalf of Obligor to Payee in writing in connection with this Note or the Loan Agreement shall be false, incorrect, incomplete or misleading in any material respect when made or furnished.

Upon the occurrence of any Event of Default, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default, and Payee may exercise from time to time any of the rights and remedies available under the Loan Agreement or under applicable law.

10. Time is of the Essence. Time is of the essence in the performance of this Note.

11. Waivers. Obligor waives presentment, demand for performance, notice of nonperformance, protest, notice of protest, and notice of dishonor. No delay on the part of Payee in exercising any right hereunder shall operate as a waiver of such right under this Note.

12. Fees and Costs. If the Indebtedness presented by this Note or any part thereof is collected at law or in equity or in bankruptcy, receivership or other judicial proceedings or if this Note is placed in the hands of attorneys for collection after default, Obligor agrees to pay, in addition to the principal and interest payable thereon, reasonable attorneys' fees and costs incurred by Payee.

13. Amendments and Waivers. No amendment or waiver of any provision of the Note, nor consent to any departure by Obligor therefrom, shall be effective unless the same shall be in writing and signed by the Payee and the Obligor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Any amendment or waiver effected in accordance with this paragraph shall be binding upon Obligor, Payee and each transferee of this Note.

14. Notice. Any notice or other communication (except payment) required or permitted hereunder shall be in writing and shall be deemed to have been given upon delivery if personally delivered or three business days following deposit if deposited in the United States mail for mailing by certified mail, postage prepaid, and addressed as follows:

If to Payee: MediFarm III, LLC
c/o Terra Tech Corp.
2040 Main Street, Suite 225
Irvine, CA 92614
Attn: CEO

If to Obligor: NuLeaf Sparks Cultivation, LLC
c/o Puoy K. Preamsrit, Esq.
520 South Fourth Street
Second Floor
Las Vegas, NV 89101

Any payment shall be deemed made upon receipt by Payee. Each of the above addressees may change its address for purposes of this paragraph by giving to the other addressee notice of such new address in conformance with this paragraph.

15. Usury. Notwithstanding anything herein to the contrary, payment of any interest, expense or other amount shall not be required if such payment would be unlawful. In any such event, the note shall automatically be deemed amended so that interest charges and all other payments required hereunder, individually and in the aggregate, shall be equal to but not greater than the maximum permitted by law.

16. Further Assurances. Each party shall execute, acknowledge, deliver, file, notarize and register (at its own expense) all documents, instruments, certificates, agreements and assurances and provide all information and take or forbear from all such action as the other party may reasonably deem necessary or appropriate to achieve the purposes of this Note or satisfy the Obligations hereunder.

17. Severability. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Note shall be prohibited by or be invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Note, or the validity or effectiveness of such provision in any other jurisdiction.

18. Construction. This Note is the result of negotiations among, and has been reviewed by, the Obligor, the Payee and their respective counsel. Accordingly, this Note shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against the Obligor or the Payee.

19. Governing Law and Jurisdiction. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the internal laws of the State of Nevada, without regard to the conflicts of law rules of the State of Nevada or of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor and Payee have executed this Convertible Promissory Note as of the date first written above.

OBLIGOR:

NULEAF SPARKS CULTIVATION, LLC,
a Nevada limited liability company

By: _____

Title: Manager

PAYEE:

MEDIFARM III, LLC,
a Nevada limited liability company

By: Terra Tech Corp.
Title: Authorized Member

By: _____

Title: Manager

NEITHER THIS NOTE NOR THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS AND HAS BEEN TAKEN FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH ANY DISTRIBUTION THEREOF. IT MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION AND QUALIFICATIONS WITHOUT, EXCEPT UNDER CERTAIN SPECIFIC LIMITED CIRCUMSTANCES, AN OPINION OF COUNSEL FOR PAYEE, CONCURRED IN BY COUNSEL FOR OBLIGOR THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED.

NULEAF RENO PRODUCTION, LLC

CONVERTIBLE PROMISSORY NOTE

\$918,226.27

October 30, 2017

NuLeaf Reno Production, LLC, a Nevada limited liability company, and NuLeaf, Inc., a Nevada corporation (collectively, "**Obligor**"), for value received, hereby promises to pay to the order of MediFarm III, LLC, a Nevada limited liability company ("**Payee**"), the aggregate principal amount outstanding of Nine Hundred Eighteen Thousand Two Hundred Twenty Six Dollars and 27/100 (\$918,226.27) under this Promissory Note (hereinafter sometimes referred to as this "**Note**") upon maturity as set forth below together with interest as set forth herein. Interest on this Note shall be computed on the basis of a year of 365 days for the actual number of days elapsed.

1. Convertible Loan Agreement. This Note is being issued in conjunction with that certain Convertible Loan Agreement of even date herewith (the "**Loan Agreement**") where the capitalized terms used herein shall have the meanings prescribed for in the Loan Agreement. The debts, liabilities and obligations of Obligor to Payee under this Note, including all unpaid principal and all interest accrued hereon, whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined shall be referred to as the "**Obligations**". All payments shall be applied first to accrued interest, and thereafter to principal.

2. Interest Rate. The outstanding principal amount shall bear interest from the date of this Note at a rate of six percent (6%) per annum, where said interest shall accrue and be paid on a quarterly basis; provided, however, in the event that the Obligor has obtained, or entered into an agreement to obtain, additional capital and/or financing during the Financing Period (as defined in the Loan Agreement) bearing a minimum rate of return, preferred return or interest rate in excess of the then stated interest rate of this Note, this Note shall immediately bear interest at the higher rate, where said increase shall be effective upon the date on which the higher rate starts to accrue. Interest shall be computed on the basis of the actual number of days elapsed and a year of three hundred sixty (360) days.

3. Default Rate. Upon the occurrence of an Event of Default (as defined herein) under this Note or the Loan Agreement, interest shall accrue on all outstanding principal at a rate equal to the Interest Rate plus six percent (6%) per annum (the "**Default Rate**").

4. Prepayment. This Note may not be prepaid by the Company without the prior written consent of the Payee.

5. Priority. This Note shall rank senior to any and all other loans, advances, debts, liabilities, obligations, covenants and duties of Obligor.

6. Conversion. In accordance with Section 2 of the Loan Agreement, the principal amount of this Note shall be automatically convertible into fifty percent (50%) of the outstanding Membership Interest of NuLeaf Reno Production, LLC upon the receipt of the approvals for the admission of Payee as a member of NuLeaf Reno Production, LLC from the Regulatory Authorities (as defined in the Loan Agreement).

7. Maturity Date. In the event Payee does not receive all permits, licenses and approvals which are required to be obtained from Regulatory Authorities in order to own and operate the MME Production Facility by May 1, 2018, this Note shall become due and payable in equal quarterly payments of principal and interest due thereon in lawful money of the United States of America, with the first such payment being due on August 1, 2018.

8. Cancellation of Note. Upon payment in full of all principal and interest payable hereunder, or upon conversion of this Note into Membership Interests of NuLeaf Reno Production, LLC, this Note shall be surrendered to Obligor for cancellation.

9. Events of Default. Any of the following events which shall occur shall constitute an "Event of Default":

a. Obligor shall fail to pay when due any amount of principal or interest hereunder or other amount payable hereunder, where such failure continues for five (5) days after receipt of written notice from Payee specifying such failure; or

b. Any representation or warranty made or furnished by or on behalf of Obligor to Payee in writing in connection with this Note or the Loan Agreement shall be false, incorrect, incomplete or misleading in any material respect when made or furnished.

Upon the occurrence of any Event of Default, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default, and Payee may exercise from time to time any of the rights and remedies available under the Loan Agreement or under applicable law.

10. Time is of the Essence. Time is of the essence in the performance of this Note.

11. Waivers. Obligor waives presentment, demand for performance, notice of nonperformance, protest, notice of protest, and notice of dishonor. No delay on the part of Payee in exercising any right hereunder shall operate as a waiver of such right under this Note.

12. Fees and Costs. If the Indebtedness presented by this Note or any part thereof is collected at law or in equity or in bankruptcy, receivership or other judicial proceedings or if this Note is placed in the hands of attorneys for collection after default, Obligor agrees to pay, in addition to the principal and interest payable thereon, reasonable attorneys' fees and costs incurred by Payee.

13. Amendments and Waivers. No amendment or waiver of any provision of the Note, nor consent to any departure by Obligor therefrom, shall be effective unless the same shall be in writing and signed by the Payee and the Obligor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Any amendment or waiver effected in accordance with this paragraph shall be binding upon Obligor, Payee and each transferee of this Note.

14. Notice. Any notice or other communication (except payment) required or permitted hereunder shall be in writing and shall be deemed to have been given upon delivery if personally delivered or three business days following deposit if deposited in the United States mail for mailing by certified mail, postage prepaid, and addressed as follows:

If to Payee: MediFarm III, LLC
c/o Terra Tech Corp.
2040 Main Street, Suite 225
Irvine, CA 92614
Attn: CEO

If Obligor: toNuLeaf Reno Production, LLC
c/o Puoy K. Preamsrit, Esq.
520 South Fourth Street
Second Floor
Las Vegas, NV 89101

Any payment shall be deemed made upon receipt by Payee. Each of the above addressees may change its address for purposes of this paragraph by giving to the other addressee notice of such new address in conformance with this paragraph.

15. Usury. Notwithstanding anything herein to the contrary, payment of any interest, expense or other amount shall not be required if such payment would be unlawful. In any such event, the note shall automatically be deemed amended so that interest charges and all other payments required hereunder, individually and in the aggregate, shall be equal to but not greater than the maximum permitted by law.

16. Further Assurances. Each party shall execute, acknowledge, deliver, file, notarize and register (at its own expense) all documents, instruments, certificates, agreements and assurances and provide all information and take or forbear from all such action as the other party may reasonably deem necessary or appropriate to achieve the purposes of this Note or satisfy the Obligations hereunder.

17. Severability. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Note shall be prohibited by or be invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Note, or the validity or effectiveness of such provision in any other jurisdiction.

18. Construction. This Note is the result of negotiations among, and has been reviewed by, the Obligor, the Payee and their respective counsel. Accordingly, this Note shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against the Obligor or the Payee.

19. Governing Law and Jurisdiction. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the internal laws of the State of Nevada, without regard to the conflicts of law rules of the State of Nevada or of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor and Payee have executed this Convertible Promissory Note as of the date first written above.

OBLIGOR:

NULEAF RENO PRODUCTION, LLC,
a Nevada limited liability company

By: _____

Title: Manager

PAYEE:

MEDIFARM III, LLC,
a Nevada limited liability company

By: Terra Tech Corp.
Title: Authorized Member

By: _____

Title: Manager

CONVERTIBLE LOAN AGREEMENT

This Convertible Loan Agreement ("**Agreement**") is made as of October 30, 2017, by and between NULEAF SPARKS CULTIVATION, LLC a Nevada limited liability company ("**NuLeaf Cultivation**" or "**NuLeaf Borrower**") and MEDIFARM III, LLC, a Nevada limited liability company (the "**Lender**").

RECITALS

A. On or about November 3, 2014, NuLeaf Cultivation was granted a certain provisional certificate (the "**Provisional Certificate**") necessary to own and pursue the construction and operation of medical marijuana cultivation establishment as defined by NRS 453A.116 (the "**MME Cultivation Facility**").

B. NuLeaf Cultivation has entered into a lease agreement for certain premises at 859 Deming Way, Sparks, Nevada (the "**Leased Premises**") to develop, construct and operate the MME Cultivation Facility and has commenced construction at the Leased Premises;

C. NuLeaf Cultivation seeks additional capital to complete construction and for preopening and operating expenses via convertible note financing (the "**Convertible Note Financing**").

D. The Lender has agreed to provide the Convertible Note Financing through a convertible loan to NuLeaf Cultivation in the principal amount of Three Million Six Hundred Nineteen Thousand One Hundred Thirty Four Dollars and 02/100 (\$3,619,134.02) (the "**Loan**") to be used for the development, construction, furnishing, and operation of the MME Cultivation Facility and repayment of debt incurred by NuLeaf Cultivation or its affiliates.

E. NuLeaf Cultivation shall execute a convertible promissory note to evidence the Loan payable to the Lender in the stated principal amount of the Loan (the "**Note**"), where the Note shall be secured and shall be convertible into fifty-percent (50%) of the outstanding membership interests in NuLeaf Cultivation upon conversion, as described herein.

F. The Provisional Certificate remains subject to final approval and registration (each, a "**License Activation**") with the State of Nevada by the MME Cultivation Facility on or before May 27, 2016 (as it may be extended, the "**Activation Deadline**"), as well as, any applicable political subdivision of the State of Nevada, where such License Activations were all achieved prior to the applicable Activation Deadlines.

G. This Agreement, the Note, together with all of their exhibits, and all other documents which evidence, guaranty, secure or otherwise pertain to the Loan, collectively constitute the "**Loan Documents**."

Agreement

1. Terms and Conditions

1.1 Loan Amount. On the basis of the representations, warranties and covenants of NuLeaf Cultivation contained herein and subject to the terms and conditions set forth herein and in the other Loan Documents, the Lender agrees to lend to NuLeaf Cultivation the Loan in the principal sum of Three Million Six Hundred Nineteen Thousand One Hundred Thirty Four Dollars and 02/100 (\$3,619,134.02) (the "**Principal Amount**"), to be evidenced by the Note, where the proceeds of the Loan shall be used for the uses as set forth in the Section 1.4 of this Agreement. The Loan shall be made pursuant to the terms and conditions of this Agreement and shall be evidenced by, and subject to, the terms of the Note, and the Principal Amount shall be disbursed upon satisfaction of the conditions stated in Article 3 below.

1.2 Rate. During the term of the Loan, interest shall accrue on the outstanding Principal Amount and NuLeaf Cultivation shall make payments to the Lender as follows:

(a) Interest Rate. The outstanding Principal Amount shall bear interest from the date of the Loan at a rate of six percent (6%) per annum; provided, however, in the event that NuLeaf Cultivation has obtained, or entered into an agreement to obtain, additional capital and/or financing during the term of the Note bearing a minimum rate of return, preferred return or interest rate in excess of the then stated interest rate of the Loan, the Loan shall immediately bear interest at the higher rate, where said increase shall be effective upon the date on which the higher rate starts to accrue.

(b) Interest Payment Dates. Accrued interest, computed in accordance with the foregoing, shall be due and payable on a quarterly basis, as described in the Note.

1.3 Priority. The Loan shall rank senior to any and all other loans, advances, debts, liabilities, obligations, covenants and duties of NuLeaf Cultivation.

1.4 Use of Proceeds. The proceeds of the Loan shall be used for certain approved costs and expenses (the "**Budgeted Costs**") and for repayment of existing debt incurred by NuLeaf Cultivation or any of its affiliated entities. Budgeted Costs shall include but is not limited to the following:

(a) The construction the improvements, including all permits, fees, and other hard and soft costs required for the MME Cultivation Facility opening (the "**Improvements**");

(b) The cost of furnishings, fixtures, and equipment for the MME Cultivation Facility, including equipment, security system, point-of-sale registers, security cameras, software, tables, and chairs, to the extent not financed by a lessor, vender, or other lender of NuLeaf Cultivation ("**FFE**");

(c) The payment of rent for the MME Cultivation Facility (the "**Rent Payments**"); and

Cultivation or its affiliated entities incurred as working capital, startup and MME Cultivation Facility opening expenses, and other costs of the MME Cultivation Facility.

1.5 Closing and Disbursement. The Lender is not required to disburse the Loan until all Loan Documents are duly executed.

1.6 Inspection by the Lender. NuLeaf Cultivation will cooperate with the Lender or its designated representative in arranging for inspections of the progress of the construction from time to time at the MME Cultivation Facility including an examination of (a) the Improvements, (b) construction materials, (c) all plans and shop drawings which are or may be kept at the respective construction site, (d) any contracts, bills of sale, statements, receipts or vouchers in connection with the Improvements, (e) all work done, labor performed, materials furnished in and about the Improvements, including, but not limited to FFE, and (f) all books, contracts and records of NuLeaf Cultivation. The above enumerated items are not exhaustive.

1.7 Disclosure of Related Parties. Lender acknowledges that Kenneth H. Kuykendall is the Co-Manager of NuLeaf Cultivation and the general contractor for the MME Cultivation Facility. Mr. Kuykendall's wife, Puoy K. Premrirut, Esq., serves as counsel for NuLeaf Cultivation.

2. Licensing: Conversion

2.1 Licensing. The parties hereto acknowledge that in order for the Loan to be converted into membership interests in NuLeaf Cultivation (the "**Conversion**"), the Lender must be approved by the State of Nevada, as well as any applicable political subdivision of the State of Nevada (together, the "**Regulatory Authorities**"), as an owner of NuLeaf Cultivation.

2.2 Generally. As provided in this Article 2, the principal amount of the Loan will be convertible into fifty percent (50%) of the outstanding Membership Interest of NuLeaf Cultivation (the "**Membership Interests**") upon receipt of approval by the Regulatory Authorities (the "**Conversion Date**"). Upon the Conversion Date, the principal amount of the Loan so converted shall be deemed to have been paid in full, and all security interests and other obligations of NuLeaf Cultivation under the Loan Documents securing or pertaining to that Loan will be released. The Lender shall be governed by the terms and provisions of the Operating Agreement of NuLeaf Cultivation (the "Operating Agreement"), if and only if the Conversion has occurred.

3. Covenants of NuLeaf Cultivation

For so long as the Loan and the Membership Interests are outstanding, NuLeaf Cultivation acknowledges and agrees to perform, maintain and keep in compliance each of the covenants set forth below, unless the prior written approval of Lender specifically waiving compliance has been obtained.

3.1 Good Standing: Governance. NuLeaf Cultivation shall continue to be duly organized, validly existing and in good standing under the laws of the State of Nevada, and shall continue to have all the requisite power and authority to own, lease and operate its properties and to carry on its business as currently conducted. The articles of organization of NuLeaf Cultivation and the Operating Agreement are attached hereto as **Schedule 3.2(a)** and **Schedule 3.2(b)**.

3.2 Commencement and Completion of Construction. NuLeaf Cultivation has commenced construction of the Improvements, and shall diligently continue construction of the Improvements to completion. NuLeaf Cultivation shall construct the Improvements in a good and workmanlike manner in accordance with the plans, specifications, and applicable law.

3.3 Legal Requirements. NuLeaf Cultivation shall comply with all laws, regulations, orders, building codes, restrictions and requirements of, and all agreements with and commitments to, all governmental, judicial or legal authorities having jurisdiction over the MME Cultivation Facility, its business, and this Agreement, including those pertaining to the construction and operation of the Improvements, and with all recorded covenants and restrictions affecting the MME Cultivation Facility (all collectively, the "**Requirements**"). Notwithstanding the foregoing, the Lender acknowledges the following:

THE NULEAF BUSINESS MAY NOT COMPLY FULLY WITH FEDERAL LAW AS IT CURRENTLY EXISTS.

MARIJUANA IS AGAINST FEDERAL LAW, including consumption, possession, cultivation, distribution, manufacturing, dispensing, and possession with intent to distribute. Federal Law supersedes Nevada Law and that in entering the medical marijuana business,

YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION AND POTENTIAL CIVIL FORFEITURE OF YOUR ASSETS REGARDLESS OF NEVADA LAW.

3.4 Permits, Licenses and Approvals. NuLeaf Cultivation shall obtain, comply with and keep in effect all permits, licenses and approvals which are required to be obtained from governmental bodies in order to construct, occupy, and operate the MME Cultivation Facility. NuLeaf Cultivation shall deliver copies of all such permits, licenses and approvals to the Lender or its designated representative upon written request of the Lender. Notwithstanding the foregoing, the Lender acknowledges that the Provisional Certificate is subject to further conditions and approvals pending with the licensing authorities, respectively. While NuLeaf Cultivation and its affiliates shall continue to diligently pursue all final approvals, there is no guarantee that the Provisional Certificate shall result in final approval of the MME Cultivation Facility location, or operation, which remain subject at all times to revocation or denial, in the discretion of the licensing authorities.

3.5 Protection Against Lien Claims. NuLeaf Cultivation shall promptly pay or otherwise discharge all claims and liens, or otherwise contest them in the manner provided for in NRS Chapter 108. This applies for labor done and materials and services furnished in connection with the construction of the Improvements and all other expenditures and obligations related to the MME Cultivation Facility.

3.6 Insurance. NuLeaf Cultivation shall obtain and maintain permanent All Peril insurance coverage as appropriate, satisfactory to Lender, on the real estate and personal property. The limits, coverage, forms, inception and expiration dates and cancellation provisions of all such policies shall be reasonable and customary for the industry.

3.7 Right to Accounting. The Lender may require NuLeaf Cultivation to provide an accounting of the use of Loan proceeds and provide full and free access, during regular business hours to the books, records, and personnel of NuLeaf Cultivation.

3.8 Notices. NuLeaf Cultivation shall promptly notify the Lender as provided in Section 8.1 below in writing of (where any such notice provided under this Section shall not cure any breach of this Agreement or affect any right or remedy of the Lender):

(a) Any litigation or regulatory action or threat of litigation or regulatory action affecting NuLeaf Cultivation where the amount claimed is Fifty Thousand Dollars (\$50,000.00) or more or affects the MME Cultivation Facility;

(b) Any notice that NuLeaf Cultivation may receive from any governmental, judicial or legal authority, of any claim or assertion that the MME Cultivation Facility, materially fails in any respect to comply with any of the Requirements; or

(c) Knowledge or facts indicating that any of and the representations and warranties by NuLeaf Cultivation or any of the Loan Documents proves to have been intentionally and materially false or intentionally misleading, or to have intentionally omitted a material fact, the omission of which makes any such representation or warranty materially misleading when made.

3.9 No Encumbrances. With the exception of any first trust deeds for real property granted in favor of NuLeaf, Inc., and the security interests granted in favor of MTM Ventures, NuLeaf Cultivation shall not grant mortgages, pledges, assessments, security interests, leases, liens, adverse claims, levies, charges or other encumbrances of any kind on any assets of or any equity interests in NuLeaf Cultivation without the prior written consent of the Lender.

4. Covenants of the Lender.

4.1 Mandatory Applications for Suitability and Transfer of Ownership. Upon closing, the Lender shall promptly apply for all permits, licenses and approvals which are required to be obtained from Regulatory Authorities in order to own and operate the MME Cultivation Facility, including the submittal of applications and all information requested by the State and local jurisdictions. The Lender shall promptly deliver copies of personal suitability questionnaires, fingerprints, waivers and background search authorizations, financial records (including bank statements and tax returns) to each of the licensing authorities as necessary for approval of Lender to convert the Loan into the Membership Interests, in conjunction with the MME Cultivation Facility. The Lender shall continue to diligently pursue all final approvals, all transfer of ownership forms to request suitability and approval of such transfer as contemplated by the conversion.

4.2 Conversion. The Lender shall perform all tasks necessary to effect conversion of the Loan into the Membership Interests as soon as possible. The Lender shall promptly remove and/or substitute any other Lender that is determined not suitable for ownership interest in NuLeaf Cultivation and, indirectly, by the applicable licensing authorities, promptly, and provide evidence to NuLeaf Cultivation of such removal and/or substitution.

5. Cooperation.

Each party hereto shall use commercially reasonable efforts to take all action reasonably necessary to consummate the transactions contemplated by this Agreement. In addition, each of the parties shall (1) give any required notices to third parties, (2) use its commercially reasonable efforts to obtain or cooperate with the other party to obtain, as applicable, all required third party consents, and (3) as promptly as practicable after the execution of this Agreement, use its commercially reasonable efforts to obtain any required authorizations, consents and approvals of any governmental agencies or authorities.

6. Representations and Warranties of NuLeaf Cultivation.

NuLeaf Cultivation promises that each representation and warranty set forth below is true, accurate and correct as of the date of this Agreement and as of the Conversion Date.

6.1 Organization, Good Standing and Capitalization of NuLeaf Cultivation

(a) **Organization and Good Standing.** NuLeaf Cultivation is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Nevada, and has all the requisite power and authority to own, lease and operate its properties, to carry on its business as currently conducted, and to perform all of its obligations under the Loan Documents. NuLeaf Cultivation is not in default under or in violation of its organization documents.

(b) **Capitalization.** All of the issued and outstanding membership interest of NuLeaf Cultivation is owned by Nuleaf, Inc., a Nevada corporation. There are no outstanding or authorized subscriptions, warrants, options, conversion rights, exchange rights or other commitments obligating NuLeaf Cultivation to issue, transfer, sell, convert or otherwise dispose of any membership interest in NuLeaf Cultivation.

(c) **Qualified to do Business.** Subject to the licensing contingencies described in Section 3.4, NuLeaf Cultivation is duly qualified to do business, is validly licensed and is in good standing in the jurisdictions where the conduct of the NuLeaf Cultivation business requires it to be so qualified and/or licensed.

6.2 Reserved.

6.3 **Authority.** To its actual knowledge after due inquiry, NuLeaf Cultivation has complied with any and all laws and regulations concerning its organization, existence and the transaction of its business. Subject to Section 3.4, NuLeaf Cultivation has the right and power to own, construct and operate the MME Cultivation Facility and to perform any act necessary in furtherance of the foregoing.

6.4 Enforceability; No Consents. Subject to the consent of MTM Ventures and the existing financing and security interests in favor of MTM Ventures, NuLeaf Cultivation is authorized to execute, deliver and perform under the Loan Documents, and is authorized to perform all obligations necessary for the Conversion (subject to Lender suitability and all regulatory approvals). Those documents are valid and binding obligations of NuLeaf Cultivation, where neither the execution, delivery, or performance of the Loan Documents will directly or indirectly contravene, conflict with, or violate any organization document of NuLeaf Cultivation, or have any material adverse effect or result on NuLeaf Cultivation, not contemplated by the Loan Documents.

6.5 No Violation. Except as set forth on Schedule 6.5 to this Agreement, NuLeaf Cultivation is not, and has not been, (a) in violation of any law, order, rule, ordinance, regulation, judgment, injunction, order, decree, license, permit, or authorization and (b) the execution, delivery and performance by NuLeaf Cultivation of the Loan Documents do not and will not directly or indirectly (with or without notice or lapse of time) (i) conflict with or violate any of the provisions of the organizational documents of NuLeaf Cultivation, or (ii) conflict with, violate or result in a breach of the terms, conditions or provisions of, constitute a default under, or give to any other person or entity any right of termination or acceleration under, any law, order, rule, ordinance, regulation, judgment, injunction, order, decree, material contract, license, permit, authorization or other agreement or instrument to which NuLeaf Cultivation is a party, or by which NuLeaf Cultivation is bound.

6.6 No Claims. Except as set forth on Schedule 6.6 to this Agreement, (a) there are no claims, actions, proceedings or investigations pending or proceeding against NuLeaf Cultivation; and (b) to the best of knowledge of NuLeaf Cultivation, there has been no threat or any other communication or notice of the risk of any such claim, action, proceeding or investigation.

6.7 Financial Information. As set forth on Schedule 6.7 to this Agreement, all financial information which has been and will be delivered to the Lender, including all information relating to the financial condition of NuLeaf Cultivation, fairly and accurately represents the financial condition being reported on nor has any material facts been omitted, including obligations, claims, or duties owed to employees of NuLeaf Cultivation.

6.8 Material Contracts. Schedule 6.8 contains a list of Material Contracts (as defined herein) for which NuLeaf Cultivation is a party or which are necessary to own, construct and operate the MME Cultivation Facility, as now conducted or as will be necessary in furtherance of the development and operations of the MME Cultivation Facility. "**Material Contracts**" shall mean all agreements, leases, contracts, orders, commitments (whether written or oral and including any amendments, supplements and other modifications thereto) to which NuLeaf Cultivation is a party or which are binding on NuLeaf Cultivation as of the date of this Agreement, and/or are entered into by NuLeaf Cultivation in the ordinary course of business between the date hereof and the Conversion Date (including without limitation, all customer contracts, service contracts, supplier contracts, leases, licenses, purchase agreements, and employment agreements) that:

(a) Obligates NuLeaf Cultivation or any of its affiliates to pay or perform services, or entitles NuLeaf Cultivation or any of its affiliates to receive, an amount or services valued, in excess of \$100,000 annually;

(b) Is an employment agreement for upper level management or consultant, or collective bargaining agreement;

(c) Contains covenants that purport to restrict the business activity of NuLeaf Cultivation or limit the freedom of any NuLeaf Cultivation to engage in any line of business or to compete; or

(d) Contains a guaranty or other similar undertaking with respect to a contractual performance extended by NuLeaf Cultivation which undertaking could reasonably be expected to result in payment by NuLeaf Cultivation of an amount in excess of \$100,000.

NuLeaf Cultivation has made available to the Lender true and complete copies of all Material Contracts in electronic form (including any leases or property information for the MME Cultivation Facility), where all Material Contracts are currently in full force and effect and are unmodified, where there are no defaults or breaches by NuLeaf Cultivation under the Material Contracts and, to the best knowledge of NuLeaf Cultivation, where there are no defaults or breaches by any other party thereto. To the actual knowledge of NuLeaf Cultivation, no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with, or result in a violation or breach of, or give NuLeaf Cultivation the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify, any Material Contracts.

6.9 Intellectual Property Rights. For the purposes of this Agreement, “*Intellectual Property Rights*” shall mean any and all intellectual property rights of whatever nature and in whatever form including all inventions, patents, trademarks, service marks, registered designs, domain names, pending applications for any of the foregoing, trade and business names, brand names, unregistered trademarks and service marks, unregistered designs and rights in designs, trade dress, trade secret, formula, copyrights, database rights, rights in software, moral rights, know-how, other intellectual property rights and other similar or equivalent industrial, intellectual or commercial rights or property subsisting under the laws of every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future, and all goodwill, divisions, continuations, continuations-in-part, substitutes, reversions, renewals and extensions of any of the foregoing, as well as the rights to sue for past, present, and future infringement of any and all such intellectual property rights.

(a) Schedule 6.9 to this Agreement contains an accurate and complete list and description (showing in each case the registered owner, expiration date and registration or application number, if any) of all Intellectual Property Rights (including all domain names and all assumed or fictitious names under which NuLeaf Cultivation is conducting its business) owned by NuLeaf Cultivation or any of its affiliates that is registered with, or applied for registration with, any government entity.

(b) To the actual knowledge of NuLeaf Cultivation, neither NuLeaf Cultivation nor any of its affiliates has infringed or misappropriated any Intellectual Property Rights of any other person or entity and have not received notice of any such infringement or misappropriation of any Intellectual Property Rights.

(c) NuLeaf Cultivation has used commercially reasonable measures, to protect (i) the privacy and security of customer and employee financial and personal information, and (ii) to prevent the unauthorized disclosure or use of its confidential information and trade secrets.

6.10 Taxes. NuLeaf Cultivation has filed all required state, federal and local income tax returns and has paid all taxes which are due and payable and knows of no basis for any additional assessment of taxes, including an audit or other proceeding by any taxing authority, the existence of an encumbrance or lien for unpaid taxes, and taxes deriving from related entities or other ownership interests of NuLeaf Cultivation.

6.11 Utilities. All utility services, including gas, water, sewage, electrical and telephone, which are necessary to develop and occupy the MME Cultivation Facility are available at or within the boundaries of the leased premises. In the alternative, NuLeaf Cultivation has taken all steps necessary to assure that all utility services will be available upon completion of the Improvements.

6.12 Not a "Foreign Person". NuLeaf Cultivation is not a "foreign persons" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended from time to time.

6.13 Insurance. Lender has been provided copies of insurance policies, certificates and coverages of NuLeaf Cultivation and the material information with respect to each insurance policy (including policies providing property, casualty, liability, workers' compensation coverage and bond and surety arrangements) maintained by NuLeaf Cultivation. NuLeaf Cultivation has disclosed any information relating to notice of cancellation or any other indication that any insurance policy, certificate or coverage is no longer in full force or effect, will not be renewed, or any issuer is not willing or able to perform its obligations.

6.14 Environmental Matters. Subject to Section 3.4, (a) NuLeaf Cultivation is in compliance with all applicable environmental laws, regulations, ordinances, orders, writs, decrees and judgments and has obtained and is in compliance with all required environmental permits and approvals, and (b) there are no environmental actions pending or, threatened, against NuLeaf Cultivation or any of its affiliates.

7. Default and Remedies

7.1 Events of Default. NuLeaf Cultivation will be in default under this Agreement upon the occurrence of any one or more of the following events ("*Events of Default*"):

(a) Any failure to pay any amount due under the Loan Documents, including, without limitation, the principal of or interest on the Note, when the same shall become due and payable;

(b) Any material breach of the obligations contained in the Loan Documents, including but not limited to the covenants set forth in Article 3;

(c) Any representation or warranty of NuLeaf Cultivation in this Agreement or any of the Loan Documents proves to have been intentionally and materially false or intentionally misleading;

(d) NuLeaf Cultivation becomes insolvent or the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships (“*Insolvency Proceeding*”); and, in the case of an involuntary Insolvency Proceeding, such Insolvency Proceeding is not dismissed within ninety (90) days after filing; and

(e) Occurrence of any other Event of Default as defined in the Note or any of the Loan Documents.

7.2 Remedies. Upon the occurrence of an Event of Default, the Lender shall have all of the rights and remedies specified in this Agreement and in the Loan Documents and all rights and remedies (which are cumulative and not exclusive) available under applicable law or in equity, including, but not limited to, the repayment of the Loan no later than fifteen (15) days after written demand thereof by the Lender.

(a) If NuLeaf Cultivation becomes the subject of any Insolvency Proceeding, all of the obligations under the Loan Documents shall automatically become immediately due and payable upon the filing of the petition commencing such proceeding, all without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character. Upon the occurrence of any other Event of Default, all of the obligations under the Loan Documents may become immediately due and payable without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character, all at Lender’s option, in its sole discretion.

8. Miscellaneous Provisions

8.1 Notices. All notices required under this Agreement shall be personally delivered or sent by confirmed telefacsimile transmission, recognized overnight courier, or certified or registered mail, postage prepaid, to the addresses set forth on the signature page of this Agreement, or to such other addresses as the Lender and NuLeaf Cultivation may specify from time to time in writing, and shall be effective upon the earlier of receipt or first attempted delivery.

8.2 Attorneys’ Fees. In the event of a lawsuit or arbitration proceeding, the prevailing party is entitled to recover costs and reasonable attorneys’ fees (including the reasonable allocated costs of in-house counsel) incurred in connection with the lawsuit or arbitration proceeding, as determined by the court or arbitrator.

8.3 Applicable Law. This Agreement is governed by the laws of the State of Nevada, without regard to the choice of law rules of that State. All lawsuits, any claim, demand, action or cause of action arising from or related to this Agreement shall exclusively be brought to and adjudicated in the courts of Clark County, Nevada.

8.4 Heirs, Successors and Assigns; Participations. The terms of this Agreement shall bind and benefit the heirs, legal representatives, successors and assigns of the parties; *provided, however,* that NuLeaf Cultivation may not assign this Agreement or any Loan funds, or assign or delegate any of its rights or obligations, without the prior written consent of Lender in each instance.

8.5 Force Majeure. If the work of construction is directly affected and delayed by fire, earthquake or other acts of God, strike, lockout, acts of public enemy, riot, insurrection, or governmental regulation of the sale or transportation of materials, supplies or labor, NuLeaf Cultivation must notify the Lender in writing within fifteen (15) calendar days after the event occurs which causes the delay.

8.6 Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall in no way affect any other provision.

8.7 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Agreement are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Agreement. Time is of the essence in the performance of this Agreement by NuLeaf Cultivation. The schedules and exhibits to this Agreement are hereby incorporated in this Agreement as if fully set forth herein.

8.8 Amendments. This Agreement may not be modified or amended except by a written agreement signed by the parties.

8.9 Counterparts. This Agreement and any attached consents, schedules, or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document.

8.10 Language of Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any party.

8.11 Headings. Article and paragraph headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement.

8.12 Waiver of Right to Trial by Jury. Each party to this Agreement hereby knowingly, voluntarily, and intentionally waives any right to trial by jury of any claim, demand, action or cause of action (a) arising under the Loan Documents, including, without limitation, any present or future modification thereof or (b) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect to the Loan Documents (as now or hereafter modified) or any other instrument, document or agreement executed or delivered in connection herewith, or any course of conduct, course of dealing, or statements (whether verbal or written), in each case whether such claim, demand, action or cause of action is now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties hereto to the waiver of any right they might otherwise have to trial by jury.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Convertible Loan Agreement, or caused this Convertible Loan Agreement to be executed by their duly authorized officers, as of the date first written above.

BORROWER:

NULEAF SPARKS CULTIVATION, LLC,
a Nevada limited liability company

By: NULEAF, INC., a Nevada corporation

By: _____

Title: President
Address for Notices:

P.O. Box 777326
Henderson, NV 89077
Fax: _____

With a copy to:
Brown Brown & Premsrirut
520 South Fourth Street
Las Vegas, NV 89101
Attn: Puoy K. Premsrirut, Esq.
Tel: (702) 384-5563
Fax: (702) 385-6965

LENDER:

MEDIFARM III, LLC,
a Nevada limited liability company

By:
Title: Authorized Managing Member

By: _____

Title: Manager
Address for Notices:

2040 Main Street, Suite 225
Irvine, CA 92614
Fax: _____

With a copy to:

CONVERTIBLE LOAN AGREEMENT

This Convertible Loan Agreement ("**Agreement**") is made as of October 30, 2017, by and between NULEAF RENO PRODUCTION, LLC a Nevada limited liability company ("**NuLeaf Production**" or "**Nuleaf Borrower**") and MEDIFARM III, LLC, a Nevada limited liability company (the "**Lender**").

RECITALS

A. On or about September 19, 2015, Nuleaf Production was granted a certain provisional certificate (the "**Provisional Certificate**") necessary to own and pursue the construction and operation of medical marijuana production establishment as defined by NRS 453A.116 (the "**MME Production Facility**").

B. NuLeaf Production has entered into a lease agreement for certain premises at 4850 Joule Street, Suite A2 and A3, Reno, Nevada (the "**Leased Premises**") to develop, construct and operate the MME Production Facility and has commenced construction at the Leased Premises;

C. Nuleaf Production seeks additional capital to complete construction and for preopening and operating expenses via convertible note financing (the "**Convertible Note Financing**").

D. The Lender has agreed to provide the Convertible Note Financing through a convertible loan to NuLeaf Production in the principal amount of Nine Hundred Eighteen Thousand Two Hundred Twenty Six Dollars and 27/100 (\$918,226.27) (the "**Loan**") to be used for the development, construction, furnishing, and operation of the MME Production Facility and repayment of debt incurred by Nuleaf Production or its affiliates.

E. Nuleaf Production shall execute a convertible promissory note to evidence the Loan payable to the Lender in the stated principal amount of the Loan (the "**Note**"), where the Note shall be secured and shall be convertible into fifty-percent (50%) of the outstanding membership interests in Nuleaf Production upon conversion, as described herein.

F. The Provisional Certificate remains subject to final approval and registration (each, a "**License Activation**") with the State of Nevada by the MME Production Facility on or before May 3, 2016 (as it may be extended, the "**Activation Deadline**"), as well as, any applicable political subdivision of the State of Nevada, where such License Activations were all achieved prior to the applicable Activation Deadlines.

G. This Agreement, the Note, together with all of their exhibits, and all other documents which evidence, guaranty, secure or otherwise pertain to the Loan, collectively constitute the "**Loan Documents**."

Agreement

1. Terms and Conditions

1.1 Loan Amount. On the basis of the representations, warranties and covenants of NuLeaf Production contained herein and subject to the terms and conditions set forth herein and in the other Loan Documents, the Lender agrees to lend to NuLeaf Production the Loan in the principal sum of Nine Hundred Eighteen Thousand One Hundred Ninety Five Dollars and 67/100 (\$918,195.67) (the "**Principal Amount**"), to be evidenced by the Note, where the proceeds of the Loan shall be used for the uses as set forth in the Section 1.4 of this Agreement. The Loan shall be made pursuant to the terms and conditions of this Agreement and shall be evidenced by, and subject to, the terms of the Note, and the Principal Amount shall be disbursed upon satisfaction of the conditions stated in Article 3 below.

1.2 Rate. During the term of the Loan, interest shall accrue on the outstanding Principal Amount and NuLeaf Production shall make payments to the Lender as follows:

(a) Interest Rate. The outstanding Principal Amount shall bear interest from the date of the Loan at a rate of six percent (6%) per annum; provided, however, in the event that NuLeaf Production has obtained, or entered into an agreement to obtain, additional capital and/or financing during the term of the Note bearing a minimum rate of return, preferred return or interest rate in excess of the then stated interest rate of the Loan, the Loan shall immediately bear interest at the higher rate, where said increase shall be effective upon the date on which the higher rate starts to accrue.

(b) Interest Payment Dates. Accrued interest, computed in accordance with the foregoing, shall be due and payable on a quarterly basis, as described in the Note.

1.3 Priority. The Loan shall rank senior to any and all other loans, advances, debts, liabilities, obligations, covenants and duties of NuLeaf Production.

1.4 Use of Proceeds. The proceeds of the Loan shall be used for certain approved costs and expenses (the "**Budgeted Costs**") and for repayment of existing debt incurred by NuLeaf Production or any of its affiliated entities. Budgeted Costs shall include but is not limited to the following:

(a) The construction the improvements, including all permits, fees, and other hard and soft costs required for the MME Production Facility opening (the "**Improvements**");

(b) The cost of furnishings, fixtures, and equipment for the MME Production Facility, including equipment, security system, point-of-sale registers, security cameras, software, tables, and chairs, to the extent not financed by a lessor, vender, or other lender of NuLeaf Production ("**FFE**");

(c) The payment of rent for the MME Production Facility (the“**Rent Payments**”); and

(d) The Loan shall be also used as directed by the manager of NuLeaf Production for purposes of repayment of debt incurred by NuLeaf Production or its affiliated entities incurred as working capital, startup and MME Production Facility opening expenses, and other costs of the

MME Production Facility.

1.5 Closing and Disbursement. The Lender is not required to disburse the Loan until all Loan Documents are duly executed.

1.6 Inspection by the Lender. NuLeaf Production will cooperate with the Lender or its designated representative in arranging for inspections of the progress of the construction from time to time at the MME Production Facility including an examination of (a) the Improvements, (b) construction materials, (c) all plans and shop drawings which are or may be kept at the respective construction site, (d) any contracts, bills of sale, statements, receipts or vouchers in connection with the Improvements, (e) all work done, labor performed, materials furnished in and about the Improvements, including, but not limited to FFE, and (f) all books, contracts and records of NuLeaf Production. The above enumerated items are not exhaustive.

1.7 Disclosure of Related Parties. Lender acknowledges that Kenneth H. Kuykendall is the Co-Manager of NuLeaf Production and the general contractor for the MME Production Facility. Mr. Kuykendall's wife, Puoy K. Premsrirut, Esq., serves as counsel for NuLeaf Production.

2. Licensing; Conversion

2.1 Licensing. The parties hereto acknowledge that in order for the Loan to be converted into membership interests in NuLeaf Production (the "**Conversion**"), the Lender must be approved by the State of Nevada, as well as any applicable political subdivision of the State of Nevada (together, the "**Regulatory Authorities**"), as an owner of NuLeaf Production.

2.2 Generally. As provided in this Article 2, the principal amount of the Loan will be convertible into fifty percent (50%) of the outstanding Membership Interest of NuLeaf Production (the "**Membership Interests**") upon receipt of approval by the Regulatory Authorities (the "**Conversion Date**"). Upon the Conversion Date, the principal amount of the Loan so converted shall be deemed to have been paid in full, and all security interests and other obligations of NuLeaf Production under the Loan Documents securing or pertaining to that Loan will be released. The Lender shall be governed by the terms and provisions of the Operating Agreement of NuLeaf Production (the "Operating Agreement"), if and only if the Conversion has occurred.

3. Covenants of NuLeaf Production

For so long as the Loan and the Membership Interests are outstanding, NuLeaf Production acknowledges and agrees to perform, maintain and keep in compliance each of the covenants set forth below, unless the prior written approval of Lender specifically waiving compliance has been obtained.

3.1 Good Standing; Governance. NuLeaf Production shall continue to be duly organized, validly existing and in good standing under the laws of the State of Nevada, and shall continue to have all the requisite power and authority to own, lease and operate its properties and to carry on its business as currently conducted. The articles of organization of NuLeaf Production and the Operating Agreement are attached hereto as **Schedule 3.2(a)** and **Schedule 3.2(b)**.

3.2 Commencement and Completion of Construction. NuLeaf Production has commenced construction of the Improvements, and shall diligently continue construction of the Improvements to completion. NuLeaf Production shall construct the Improvements in a good and workmanlike manner in accordance with the plans, specifications, and applicable law.

3.3 Legal Requirements. NuLeaf Production shall comply with all laws, regulations, orders, building codes, restrictions and requirements of, and all agreements with and commitments to, all governmental, judicial or legal authorities having jurisdiction over the MME Production Facility, its business, and this Agreement, including those pertaining to the construction and operation of the Improvements, and with all recorded covenants and restrictions affecting the MME Production Facility (all collectively, the “**Requirements**”). Notwithstanding the foregoing, the Lender acknowledges the following:

THE NULEAF BUSINESS MAY NOT COMPLY FULLY WITH FEDERAL LAW AS IT CURRENTLY EXISTS.

MARIJUANA IS AGAINST FEDERAL LAW, including consumption, possession, cultivation, distribution, manufacturing, dispensing, and possession with intent to distribute. Federal Law supersedes Nevada Law and that in entering the medical marijuana business,

YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION AND POTENTIAL CIVIL FORFEITURE OF YOUR ASSETS REGARDLESS OF NEVADA LAW.

3.4 Permits, Licenses and Approvals. NuLeaf Production shall obtain, comply with and keep in effect all permits, licenses and approvals which are required to be obtained from governmental bodies in order to construct, occupy, and operate the MME Production Facility. NuLeaf Production shall deliver copies of all such permits, licenses and approvals to the Lender or its designated representative upon written request of the Lender. Notwithstanding the foregoing, the Lender acknowledges that the Provisional Certificate is subject to further conditions and approvals pending with the licensing authorities, respectively. While NuLeaf Production and its affiliates shall continue to diligently pursue all final approvals, there is no guarantee that the Provisional Certificate shall result in final approval of the MME Production Facility location, or operation, which remain subject at all times to revocation or denial, in the discretion of the licensing authorities.

3.5 Protection Against Lien Claims. NuLeaf Production shall promptly pay or otherwise discharge all claims and liens, or otherwise contest them in the manner provided for in NRS Chapter 108. This applies for labor done and materials and services furnished in connection with the construction of the Improvements and all other expenditures and obligations related to the MME Production Facility.

3.6 Insurance. NuLeaf Production shall obtain and maintain permanent All Peril insurance coverage as appropriate, satisfactory to Lender, on the real estate and personal property. The limits, coverage, forms, inception and expiration dates and cancellation provisions of all such policies shall be reasonable and customary for the industry.

3.7 Right to Accounting. The Lender may require NuLeaf Production to provide an accounting of the use of Loan proceeds and provide full and free access, during regular business hours to the books, records, and personnel of NuLeaf Production.

3.8 Notices. NuLeaf Production shall promptly notify the Lender as provided in Section 8.1 below in writing of (where any such notice provided under this Section shall not cure any breach of this Agreement or affect any right or remedy of the Lender):

(a) Any litigation or regulatory action or threat of litigation or regulatory action affecting NuLeaf Production where the amount claimed is Fifty Thousand Dollars (\$50,000.00) or more or affects the MME Production Facility;

(b) Any notice that NuLeaf Production may receive from any governmental, judicial or legal authority, of any claim or assertion that the MME Production Facility, materially fails in any respect to comply with any of the Requirements; or

(c) Knowledge or facts indicating that any of the representations and warranties by NuLeaf Production or any of the Loan Documents proves to have been intentionally and materially false or intentionally misleading, or to have intentionally omitted a material fact, the omission of which makes any such representation or warranty materially misleading when made.

3.9 No Encumbrances. With the exception of any first trust deeds for real property granted in favor of NuLeaf, Inc., and the security interests granted in favor of MTM Ventures, NuLeaf Production shall not grant mortgages, pledges, assessments, security interests, leases, liens, adverse claims, levies, charges or other encumbrances of any kind on any assets of or any equity interests in NuLeaf Production without the prior written consent of the Lender.

4. Covenants of the Lender.

4.1 Mandatory Applications for Suitability and Transfer of Ownership. Upon closing, the Lender shall promptly apply for all permits, licenses and approvals which are required to be obtained from Regulatory Authorities in order to own and operate the MME Production Facility, including the submittal of applications and all information requested by the State and local jurisdictions. The Lender shall promptly deliver copies of personal suitability questionnaires, fingerprints, waivers and background search authorizations, financial records (including bank statements and tax returns) to each of the licensing authorities as necessary for approval of Lender to convert the Loan into the Membership Interests, in conjunction with the MME Production Facility. The Lender shall continue to diligently pursue all final approvals, all transfer of ownership forms to request suitability and approval of such transfer as contemplated by the conversion.

4.2 Conversion. The Lender shall perform all tasks necessary to effect conversion of the Loan into the Membership Interests as soon as possible. The Lender shall promptly remove and/or substitute any other Lender that is determined not suitable for ownership interest in NuLeaf Production and, indirectly, by the applicable licensing authorities, promptly, and provide evidence to NuLeaf Production of such removal and/or substitution.

5. Cooperation.

Each party hereto shall use commercially reasonable efforts to take all action reasonably necessary to consummate the transactions contemplated by this Agreement. In addition, each of the parties shall (1) give any required notices to third parties, (2) use its commercially reasonable efforts to obtain or cooperate with the other party to obtain, as applicable, all required third party consents, and (3) as promptly as practicable after the execution of this Agreement, use its commercially reasonable efforts to obtain any required authorizations, consents and approvals of any governmental agencies or authorities.

6. Representations and Warranties of NuLeaf Production.

NuLeaf Production promises that each representation and warranty set forth below is true, accurate and correct as of the date of this Agreement and as of the Conversion Date.

6.1 Organization, Good Standing and Capitalization of NuLeaf Production.

(a) **Organization and Good Standing.** NuLeaf Production is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Nevada, and has all the requisite power and authority to own, lease and operate its properties, to carry on its business as currently conducted, and to perform all of its obligations under the Loan Documents. NuLeaf Production is not in default under or in violation of its organization documents.

(b) **Capitalization.** All of the issued and outstanding membership interest of NuLeaf Production is owned by Nuleaf, Inc., a Nevada corporation. There are no outstanding or authorized subscriptions, warrants, options, conversion rights, exchange rights or other commitments obligating NuLeaf Production to issue, transfer, sell, convert or otherwise dispose of any membership interest in NuLeaf Production.

(c) **Qualified to do Business.** Subject to the licensing contingencies described in Section 3.4, NuLeaf Production is duly qualified to do business, is validly licensed and is in good standing in the jurisdictions where the conduct of the NuLeaf Production business requires it to be so qualified and/or licensed.

6.2 Reserved.

6.3 **Authority.** To its actual knowledge after due inquiry, NuLeaf Production has complied with any and all laws and regulations concerning its organization, existence and the transaction of its business. Subject to Section 3.4, NuLeaf Production has the right and power to own, construct and operate the MME Production Facility and to perform any act necessary in furtherance of the foregoing.

6.4 Enforceability; No Consents. Subject to the consent of MTM Ventures and the existing financing and security interests in favor of MTM Ventures, NuLeaf Production is authorized to execute, deliver and perform under the Loan Documents, and is authorized to perform all obligations necessary for the Conversion (subject to Lender suitability and all regulatory approvals). Those documents are valid and binding obligations of NuLeaf Production, where neither the execution, delivery, or performance of the Loan Documents will directly or indirectly contravene, conflict with, or violate any organization document of NuLeaf Production, or have any material adverse effect or result on NuLeaf Production, not contemplated by the Loan Documents.

6.5 No Violation. Except as set forth on Schedule 6.5 to this Agreement, NuLeaf Production is not, and has not been, (a) in violation of any law, order, rule, ordinance, regulation, judgment, injunction, order, decree, license, permit, or authorization and (b) the execution, delivery and performance by NuLeaf Production of the Loan Documents do not and will not directly or indirectly (with or without notice or lapse of time) (i) conflict with or violate any of the provisions of the organizational documents of NuLeaf Production, or (ii) conflict with, violate or result in a breach of the terms, conditions or provisions of, constitute a default under, or give to any other person or entity any right of termination or acceleration under, any law, order, rule, ordinance, regulation, judgment, injunction, order, decree, material contract, license, permit, authorization or other agreement or instrument to which NuLeaf Production is a party, or by which NuLeaf Production is bound.

6.6 No Claims. Except as set forth on Schedule 6.6 to this Agreement, (a) there are no claims, actions, proceedings or investigations pending or proceeding against NuLeaf Production; and (b) to the best of knowledge of NuLeaf Production, there has been no threat or any other communication or notice of the risk of any such claim, action, proceeding or investigation.

6.7 Financial Information. As set forth on Schedule 6.7 to this Agreement, all financial information which has been and will be delivered to the Lender, including all information relating to the financial condition of NuLeaf Production, fairly and accurately represents the financial condition being reported on nor has any material facts been omitted, including obligations, claims, or duties owed to employees of NuLeaf Production.

6.8 Material Contracts. Schedule 6.8 contains a list of Material Contracts (as defined herein) for which NuLeaf Production is a party or which are necessary to own, construct and operate the MME Production Facility, as now conducted or as will be necessary in furtherance of the development and operations of the MME Production Facility. “**Material Contracts**” shall mean all agreements, leases, contracts, orders, commitments (whether written or oral and including any amendments, supplements and other modifications thereto) to which NuLeaf Production is a party or which are binding on NuLeaf Production as of the date of this Agreement, and/or are entered into by NuLeaf Production in the ordinary course of business between the date hereof and the Conversion Date (including without limitation, all customer contracts, service contracts, supplier contracts, leases, licenses, purchase agreements, and employment agreements) that:

(a) Obligates NuLeaf Production or any of its affiliates to pay or perform services, or entitles NuLeaf Production or any of its affiliates to receive, an amount or services valued, in excess of \$100,000 annually;

(b) Is an employment agreement for upper level management or consultant, or collective bargaining agreement;

(c) Contains covenants that purport to restrict the business activity of NuLeaf Production or limit the freedom of any NuLeaf Production to engage in any line of business or to compete; or

(d) Contains a guaranty or other similar undertaking with respect to a contractual performance extended by NuLeaf Production which undertaking could reasonably be expected to result in payment by NuLeaf Production of an amount in excess of \$100,000.

NuLeaf Production has made available to the Lender true and complete copies of all Material Contracts in electronic form (including any leases or property information for the MME Production Facility), where all Material Contracts are currently in full force and effect and are unmodified, where there are no defaults or breaches by NuLeaf Production under the Material Contracts and, to the best knowledge of NuLeaf Production, where there are no defaults or breaches by any other party thereto. To the actual knowledge of NuLeaf Production, no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with, or result in a violation or breach of, or give NuLeaf Production the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify, any Material Contracts.

6.9 Intellectual Property Rights. For the purposes of this Agreement, “**Intellectual Property Rights**” shall mean any and all intellectual property rights of whatever nature and in whatever form including all inventions, patents, trademarks, service marks, registered designs, domain names, pending applications for any of the foregoing, trade and business names, brand names, unregistered trademarks and service marks, unregistered designs and rights in designs, trade dress, trade secret, formula, copyrights, database rights, rights in software, moral rights, know-how, other intellectual property rights and other similar or equivalent industrial, intellectual or commercial rights or property subsisting under the laws of every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future, and all goodwill, divisions, continuations, continuations-in-part, substitutes, reversions, renewals and extensions of any of the foregoing, as well as the rights to sue for past, present, and future infringement of any and all such intellectual property rights.

(a) Schedule 6.9 to this Agreement contains an accurate and complete list and description (showing in each case the registered owner, expiration date and registration or application number, if any) of all Intellectual Property Rights (including all domain names and all assumed or fictitious names under which NuLeaf Production is conducting its business) owned by NuLeaf Production or any of its affiliates that is registered with, or applied for registration with, any government entity.

(b) To the actual knowledge of NuLeaf Production, neither NuLeaf Production nor any of its affiliates has infringed or misappropriated any Intellectual Property Rights of any other person or entity and have not received notice of any such infringement or misappropriation of any Intellectual Property Rights.

(c) NuLeaf Production has used commercially reasonable measures, to protect (i) the privacy and security of customer and employee financial and personal information, and (ii) to prevent the unauthorized disclosure or use of its confidential information and trade secrets.

6.10 Taxes. NuLeaf Production has filed all required state, federal and local income tax returns and has paid all taxes which are due and payable and knows of no basis for any additional assessment of taxes, including an audit or other proceeding by any taxing authority, the existence of an encumbrance or lien for unpaid taxes, and taxes deriving from related entities or other ownership interests of NuLeaf Production.

6.11 Utilities. All utility services, including gas, water, sewage, electrical and telephone, which are necessary to develop and occupy the MME Production Facility are available at or within the boundaries of the leased premises. In the alternative, NuLeaf Production has taken all steps necessary to assure that all utility services will be available upon completion of the Improvements.

6.12 Not a "Foreign Person". NuLeaf Production is not a "foreign persons" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended from time to time.

6.13 Insurance. Lender has been provided copies of insurance policies, certificates and coverages of NuLeaf Production and the material information with respect to each insurance policy (including policies providing property, casualty, liability, workers' compensation coverage and bond and surety arrangements) maintained by NuLeaf Production. NuLeaf Production has disclosed any information relating to notice of cancellation or any other indication that any insurance policy, certificate or coverage is no longer in full force or effect, will not be renewed, or any issuer is not willing or able to perform its obligations.

6.14 Environmental Matters. Subject to Section 3.4, (a) NuLeaf Production is in compliance with all applicable environmental laws, regulations, ordinances, orders, writs, decrees and judgments and has obtained and is in compliance with all required environmental permits and approvals, and (b) there are no environmental actions pending or, threatened, against NuLeaf Production or any of its affiliates.

7. Default and Remedies

7.1 Events of Default. NuLeaf Production will be in default under this Agreement upon the occurrence of any one or more of the following events ("**Events of Default**"):

(a) Any failure to pay any amount due under the Loan Documents, including, without limitation, the principal of or interest on the Note, when the same shall become due and payable;

(b) Any material breach of the obligations contained in the Loan Documents, including but not limited to the covenants set forth in Article 3;

(c) Any representation or warranty of NuLeaf Production in this Agreement or any of the Loan Documents proves to have been intentionally and materially false or intentionally misleading;

(d) NuLeaf Production becomes insolvent or the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships (“**Insolvency Proceeding**”); and, in the case of an involuntary Insolvency Proceeding, such Insolvency Proceeding is not dismissed within ninety (90) days after filing; and

(e) Occurrence of any other Event of Default as defined in the Note or any of the Loan Documents.

7.2 Remedies. Upon the occurrence of an Event of Default, the Lender shall have all of the rights and remedies specified in this Agreement and in the Loan Documents and all rights and remedies (which are cumulative and not exclusive) available under applicable law or in equity, including, but not limited to, the repayment of the Loan no later than fifteen (15) days after written demand thereof by the Lender.

(a) If NuLeaf Production becomes the subject of any Insolvency Proceeding, all of the obligations under the Loan Documents shall automatically become immediately due and payable upon the filing of the petition commencing such proceeding, all without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character. Upon the occurrence of any other Event of Default, all of the obligations under the Loan Documents may become immediately due and payable without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character, all at Lender’s option, in its sole discretion.

8. Miscellaneous Provisions

8.1 Notices. All notices required under this Agreement shall be personally delivered or sent by confirmed telefacsimile transmission, recognized overnight courier, or certified or registered mail, postage prepaid, to the addresses set forth on the signature page of this Agreement, or to such other addresses as the Lender and NuLeaf Production may specify from time to time in writing, and shall be effective upon the earlier of receipt or first attempted delivery.

8.2 Attorneys’ Fees. In the event of a lawsuit or arbitration proceeding, the prevailing party is entitled to recover costs and reasonable attorneys’ fees (including the reasonable allocated costs of in-house counsel) incurred in connection with the lawsuit or arbitration proceeding, as determined by the court or arbitrator.

8.3 Applicable Law. This Agreement is governed by the laws of the State of Nevada, without regard to the choice of law rules of that State. All lawsuits, any claim, demand, action or cause of action arising from or related to this Agreement shall exclusively be brought to and adjudicated in the courts of Clark County, Nevada.

8.4 Heirs, Successors and Assigns; Participations. The terms of this Agreement shall bind and benefit the heirs, legal representatives, successors and assigns of the parties; *provided, however*, that NuLeaf Production may not assign this Agreement or any Loan funds, or assign or delegate any of its rights or obligations, without the prior written consent of Lender in each instance.

8.5 Force Majeure. If the work of construction is directly affected and delayed by fire, earthquake or other acts of God, strike, lockout, acts of public enemy, riot, insurrection, or governmental regulation of the sale or transportation of materials, supplies or labor, NuLeaf Production must notify the Lender in writing within fifteen (15) calendar days after the event occurs which causes the delay.

8.6 Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall in no way affect any other provision.

8.7 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Agreement are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Agreement. Time is of the essence in the performance of this Agreement by NuLeaf Production. The schedules and exhibits to this Agreement are hereby incorporated in this Agreement as if fully set forth herein.

8.8 Amendments. This Agreement may not be modified or amended except by a written agreement signed by the parties.

8.9 Counterparts. This Agreement and any attached consents, schedules, or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document.

8.10 Language of Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any party.

8.11 Headings. Article and paragraph headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement.

8.12 Waiver of Right to Trial by Jury. Each party to this Agreement hereby knowingly, voluntarily, and intentionally waives any right to trial by jury of any claim, demand, action or cause of action (a) arising under the Loan Documents, including, without limitation, any present or future modification thereof or (b) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect to the Loan Documents (as now or hereafter modified) or any other instrument, document or agreement executed or delivered in connection herewith, or any course of conduct, course of dealing, or statements (whether verbal or written), in each case whether such claim, demand, action or cause of action is now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties hereto to the waiver of any right they might otherwise have to trial by jury.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Convertible Loan Agreement, or caused this Convertible Loan Agreement to be executed by their duly authorized officers, as of the date first written above.

BORROWER:

NULEAF RENO PRODUCTION, LLC,
a Nevada limited liability company

By: NULEAF, INC., a Nevada corporation

By: _____

Title: President

Address for Notices:

P.O. Box 777326
Henderson, NV 89077
Fax: _____

With a copy to:
Brown Brown & Premsrirut
520 South Fourth Street
Las Vegas, NV 89101
Attn: Puoy K. Premsrirut, Esq.
Tel: (702) 384-5563
Fax: (702) 385-6965

LENDER:

MEDIFARM III, LLC,
a Nevada limited liability company

By:
Title: Authorized Managing Member

By: _____

Title: Manager

Address for Notices:

2040 Main Street, Suite 225
Irvine, CA 92614
Fax: _____

With a copy to:

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of October 30, 2017, by and between NULEAF SPARKS CULTIVATION, LLC, a Nevada limited liability company (“**NuLeaf Cultivation**” or “**Borrower**”) and MEDIFARM III, LLC, a Nevada limited liability company (“**Lender**”). Borrower and Lender are a “**Party**,” and collectively the “**Parties**” hereto. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Convertible Promissory Note by and among Lender and Borrower (the “**Convertible Note**”).

RECITALS

WHEREAS, the Lender has loaned or will loan monies to the Borrower, as more particularly described in the Convertible Note, in the original principal sum of Three Million Six Hundred Nineteen Thousand One Hundred Thirty Four Dollars and 02/100 (\$3,619,134.02), and as evidenced by the Convertible Note;

WHEREAS, the term “**Lender**” as used in this Agreement shall mean, collectively, all holders of the Note, including those persons who become holders of the Note subsequent to the date hereof; and

WHEREAS, this Agreement is being executed and delivered by the Borrower to secure the Note.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agrees as follows:

1. Obligations Secured. This Agreement secures the prompt payment and performance of all obligations of the Borrower under the Convertible Note, and all renewals, extensions, modifications, amendments, and/or supplements thereto (collectively, the “**Secured Obligations**”).

2. Grant of Security.

(a) Collateral. The Borrower hereby grants, pledges, and collaterally assigns to the Lender, and there is hereby created in favor of the Lender, a security interest in and to all of Borrower’s right, title, and interest in, to, and under all of the collateral set forth on Exhibit A hereto (collectively, “**Collateral**”).

(b) Effective Date. This grant of security shall be effective as of the date hereof.

3. Filings to Perfect Security. The Lender may (and is hereby authorized to) file with any filing office such financing statements, amendments, addenda, continuations, terminations, assignments and other records (whether or not executed by the Borrower) as the Lender may deem necessary in its sole discretion to perfect and to maintain perfected security interests in the Collateral. Such documents may designate the Lender as the secured party and Borrower as the debtor, identify the security interest in the Collateral, and contain any other items required by law or deemed necessary by Collateral Agent. Such financing statements may describe the collateral as “all assets” or “all personal property.” Upon Collateral Agent’s request, the Borrower shall execute any such documents (whether or not required by law).

4. Transfers and Other Liens. Except as set forth herein or in the Convertible Note, the Borrower shall not, without the prior written consent of the Lender, in its sole and absolute discretion:

(a) Sell, transfer, assign, or dispose of (by operation of law or otherwise), any of the Collateral outside of the ordinary course of business;

(b) Incur any additional indebtedness;

(c) Create or suffer to exist any lien, security interest, or other charge or encumbrance upon or with respect to any of the Collateral, except the security interests created hereby; or

(d) Permit any of the Collateral to be levied upon under any legal process.

5. Representations and Warranties. Borrower hereby represents and warrants to the Lender as follows: (a) to Borrower's knowledge, Borrower is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Borrower acquires rights in the Collateral, will be the owner thereof) and, except as expressly provided herein, no other person has (or, in the case of after-acquired Collateral, at the time Borrower acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral; (b) to Borrower's knowledge, except as expressly provided herein, upon the filing of a UCC-1 financing statement with the Nevada Secretary of State, the Lender will have (or in the case of after-acquired Collateral, at the time Borrower acquires rights therein, will have) a perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing; (c) all accounts receivable constituting part of the Collateral are genuine and enforceable against the party obligated to pay the same; (d) Borrower has full power and authority to enter into the transactions provided for in this Agreement and the Loan Documents; (e) this Agreement and the Convertible Note, when executed and delivered by the Borrower, will constitute the legal, valid and binding obligations of Borrower enforceable in accordance with their terms; (f) the execution and delivery by Borrower of this Agreement and the Convertible Note and the performance and consummation of the transactions contemplated hereby and thereby do not and will not violate Borrower's Articles of Organization or Operating Agreement or any material judgment, order, writ, decree, statute, rule or regulation applicable to Borrower (g) there does not exist any default or violation by Borrower of or under any of the terms, conditions or obligations of (i) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which Borrower is a party or by which the Borrower is bound, or (ii) any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon Borrower by any law, the action of any court or any governmental authority or agency; and the execution, delivery and performance of this Agreement will not result in any such default or violation; (h) there is no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand pending or, to the knowledge of Borrower, threatened which adversely affects Borrower's business or financial condition and there is no basis known to Borrower for any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand which could result in the same; and (i) this Agreement and the Convertible Note do not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained in this Agreement and the Convertible Note not misleading.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Lender shall have the rights of a secured creditor under the Nevada Uniform Commercial Code, all rights granted by this Agreement and the Convertible Note and by law, including the right to require Borrower to assemble the Collateral and make it available to the Lender at a place to be designated by Borrower. The rights and remedies provided in this Agreement and the Convertible Note are cumulative and may be exercised independently or concurrently, and are not exclusive of any other right or remedy provided at law or in equity. No failure to exercise or delay by the Lender in exercising any right or remedy under this Agreement or the Convertible Note shall impair or prohibit the exercise of any such rights or remedies in the future or be deemed to constitute a waiver or limitation of any such right or remedy or acquiescence therein. Every right and remedy granted to the Lender under this Agreement and the Convertible Note or by law or in equity may be exercised by the Lender at any time and from time to time, and as often as the Lender may deem it expedient.

7. Further Assurances. Borrower agrees that, from time to time, at its own expense, it will:

(a) Protect and defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, and preserve and protect the Lender's security interest in the Collateral.

(b) Promptly execute and deliver to the Lender all instruments and documents, and take all further action necessary or desirable, as the Lender may reasonably request to (i) continue, perfect, or protect any security interest granted or purported to be granted hereby, and (ii) enable the Lender to exercise and enforce any of its rights and remedies hereunder with respect to any Collateral.

(c) Permit the Lender's representatives to inspect and make copies of all books and records relating to the Collateral, wherever such books and records are located, and to conduct an audit relating to the Collateral at any reasonable time or times.

8. Notices. All notices required or permitted hereunder shall be in writing and shall be given in the manner consistent with the requirements of Section 14 of the Convertible Note.

9. Amendments and Waivers. No modification, amendment or waiver of any provision of, or consent required by, this Agreement, nor any consent to any departure herefrom, shall be effective unless it is in writing and signed by each of the parties hereto. Such modification, amendment, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

10. Exclusivity and Waiver of Rights. No failure to exercise and no delay in exercising on the part of any party, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any other rights or remedies provided by law.

11. Invalidity. Any term or provision of this Agreement shall be ineffective to the extent it is declared invalid or unenforceable, without rendering invalid or enforceable the remaining terms and provisions of this Agreement.

12. Headings. Headings used in this Agreement are inserted for convenience only and shall not affect the meaning of any term or provision of this Agreement.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument, but all of which collectively shall constitute one and the same agreement.

14. Survival. Unless otherwise expressly provided herein, all representations warranties, agreements and covenants contained in this Agreement shall survive the execution hereof and shall remain in full force and effect until the payment in full of the Note and satisfaction of all other obligations owed by any party to the Lender under any of the Bridge Loan Documents.

15. Miscellaneous. This Agreement shall inure to the benefit of each of the parties hereto and all their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be construed to give to any other person, firm or corporation any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained.

16. APPLICABLE LAW. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF NEVADA, WITHOUT REGARD TO THE CHOICE OF LAW RULES OF THAT STATE. ALL LAWSUITS, ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT SHALL EXCLUSIVELY BE BROUGHT TO AND ADJUDICATED IN THE COURTS OF CLARK COUNTY, NEVADA.

17. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THE CONVERTIBLE NOTE, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION THEREOF OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE CONVERTIBLE (AS NOW OR HEREAFTER MODIFIED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER VERBAL OR WRITTEN), IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

18. Attorneys' Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

19. Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements or understandings among the parties.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, this Security Agreement has been executed as of the date first set written above.

BORROWER:

NULEAF SPARKS CULTIVATION, LLC,
a Nevada limited liability company

By: NuLeaf, Inc.
Title: Manager

By: _____

Title: President

P.O. Box 777326
Henderson, NV 89077

LENDER:

MEDIFARM III, LLC,
a Nevada limited liability company

By: Terra Tech Corp.
Title: Authorized Representative and Managing Member

By: _____

Title: _____

Address: _____

With a copy to:
Brown Brown & Premsrirut
520 South Fourth Street
Las Vegas, NV 89101
Attn: Puoy K. Premsrirut, Esq.
Tel: (702) 384-5563
Fax: (702) 385-6965

[Signature Page to Security Agreement]

**EXHIBIT A
COLLATERAL**

For purposes of this Agreement, the term "Collateral" shall mean the following personal property of Borrower, wherever located, now owned or existing or hereafter acquired or created:

a. All inventory, all proceeds and products thereof and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein.

b. All accounts and all proceeds thereof.

c. All equipment and goods, all motor vehicles, all proceeds and products of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein.

d. All general intangibles and all documentation and supporting information related thereto, all rents, profits and issues thereof, and all proceeds thereof.

e. All of the following:

i. Any and all promissory notes and instruments payable to or owing to Borrower or held by Borrower;

ii. Any and all leases under which Borrower is the lessor;

iii. Any and all chattel paper in favor of, owing to, or held by any Borrower, including, without limitation, any and all conditional sale contracts or other sales agreements, whether Borrower is the original party or the assignee;

iv. Any and all security agreements, collateral and titles to motor vehicles which secure any of the foregoing obligations; and

v. All amendments, modifications, renewals, extensions, replacements, additions, and accessions to the foregoing and all proceeds thereof.

f. All deposit accounts, including without limitation, all interest, dividends or distributions accrued or to accrue thereon, whether or not due, and all proceeds thereof.

g. All investment property, all interest, dividends or distributions accrued or to accrue thereon, whether or not due, and all proceeds thereof.

- h. All documents, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.
- i. All letter-of-credit rights, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.
- j. All supporting obligations, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.
- k. All of the following:
 - i. All right, title and interest of Borrower in and to patent applications and patents, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "Patents");
 - ii. All right, title and interest of Borrower in and to trademark applications and trademarks, including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively, the "Trademarks"), and the good will of the business to which each of the Trademarks relates;
 - iii. All copyrights of Borrower and all rights and interests of every kind of Borrower in copyrights and works protectable by copyright, and all renewals and extensions thereof, and in and to the copyrights and rights and interests of every kind or nature in and to all works based upon, incorporated in, derived from, incorporating or relating to any of the foregoing or from which any of the foregoing is derived, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively, the "Copyrights");
 - iv. All of Borrower's trade secrets and other proprietary information, and all proceeds thereof (collectively, the "Trade Secrets");
 - v. All right, title, and interest of Borrower in, to and under license agreements and contracts concerning Patents, Trademarks, Copyrights, and Trade Secrets, all amendments, modifications, and replacements thereof, all royalties and other amounts owing thereunder, and all proceeds thereof (collectively, the "Licenses"); and
 - vi. All internet domain names and addresses of Borrower and all proceeds thereof.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of October 30, 2017, by and between, **NULEAF RENO PRODUCTION, LLC**, a Nevada limited liability company (“**NuLeaf Production**” or “**Borrower**”) and **MEDIFARM III, LLC**, a Nevada limited liability company (“**Lender**”). Borrower and Lender are a “**Party**,” and collectively the “**Parties**” hereto. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Convertible Promissory Note by and among Lender and Borrower (the “**Convertible Note**”).

RECITALS

WHEREAS, the Lender has loaned or will loan monies to the Borrower, as more particularly described in the Convertible Note, in the original principal sum of Nine Hundred Eighteen Thousand Two Hundred Twenty Six Dollars and 27/100 (\$918,226.27), and as evidenced by the Convertible Note;

WHEREAS, the term “**Lender**” as used in this Agreement shall mean, collectively, all holders of the Note, including those persons who become holders of the Note subsequent to the date hereof; and

WHEREAS, this Agreement is being executed and delivered by the Borrower to secure the Note.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agrees as follows:

1. Obligations Secured. This Agreement secures the prompt payment and performance of all obligations of the Borrower under the Convertible Note, and all renewals, extensions, modifications, amendments, and/or supplements thereto (collectively, the “**Secured Obligations**”).

2. Grant of Security.

(a) Collateral. The Borrower hereby grants, pledges, and collaterally assigns to the Lender, and there is hereby created in favor of the Lender, a security interest in and to all of Borrower’ right, title, and interest in, to, and under all of the collateral set forth on Exhibit A hereto (collectively, “**Collateral**”).

(b) Effective Date. This grant of security shall be effective as of the date hereof.

3. Filings to Perfect Security. The Lender may (and is hereby authorized to) file with any filing office such financing statements, amendments, addenda, continuations, terminations, assignments and other records (whether or not executed by the Borrower) as the Lender may deem necessary in its sole discretion to perfect and to maintain perfected security interests in the Collateral. Such documents may designate the Lender as the secured party and Borrower as the debtor, identify the security interest in the Collateral, and contain any other items required by law or deemed necessary by Collateral Agent. Such financing statements may describe the collateral as “all assets” or “all personal property.” Upon Collateral Agent’s request, the Borrower shall execute any such documents (whether or not required by law).

4. Transfers and Other Liens. Except as set forth herein or in the Convertible Note, the Borrower shall not, without the prior written consent of the Lender, in its sole and absolute discretion:

(a) Sell, transfer, assign, or dispose of (by operation of law or otherwise), any of the Collateral outside of the ordinary course of business;

(b) Incur any additional indebtedness;

(c) Create or suffer to exist any lien, security interest, or other charge or encumbrance upon or with respect to any of the Collateral, except the security interests created hereby; or

(d) Permit any of the Collateral to be levied upon under any legal process.

5. Representations and Warranties. Borrower hereby represents and warrants to the Lender as follows: (a) to Borrower's knowledge, Borrower is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Borrower acquires rights in the Collateral, will be the owner thereof) and, except as expressly provided herein, no other person has (or, in the case of after-acquired Collateral, at the time Borrower acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral; (b) to Borrower's knowledge, except as expressly provided herein, upon the filing of a UCC-1 financing statement with the Nevada Secretary of State, the Lender will have (or in the case of after-acquired Collateral, at the time Borrower acquires rights therein, will have) a perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing; (c) all accounts receivable constituting part of the Collateral are genuine and enforceable against the party obligated to pay the same; (d) Borrower has full power and authority to enter into the transactions provided for in this Agreement and the Loan Documents; (e) this Agreement and the Convertible Note, when executed and delivered by the Borrower, will constitute the legal, valid and binding obligations of Borrower enforceable in accordance with their terms; (f) the execution and delivery by Borrower of this Agreement and the Convertible Note and the performance and consummation of the transactions contemplated hereby and thereby do not and will not violate Borrower's Articles of Organization or Operating Agreement or any material judgment, order, writ, decree, statute, rule or regulation applicable to Borrower (g) there does not exist any default or violation by Borrower of or under any of the terms, conditions or obligations of (i) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which Borrower is a party or by which the Borrower is bound, or (ii) any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon Borrower by any law, the action of any court or any governmental authority or agency; and the execution, delivery and performance of this Agreement will not result in any such default or violation; (h) there is no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand pending or, to the knowledge of Borrower, threatened which adversely affects Borrower's business or financial condition and there is no basis known to Borrower for any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand which could result in the same; and (i) this Agreement and the Convertible Note do not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained in this Agreement and the Convertible Note not misleading.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Lender shall have the rights of a secured creditor under the Nevada Uniform Commercial Code, all rights granted by this Agreement and the Convertible Note and by law, including the right to require Borrower to assemble the Collateral and make it available to the Lender at a place to be designated by Borrower. The rights and remedies provided in this Agreement and the Convertible Note are cumulative and may be exercised independently or concurrently, and are not exclusive of any other right or remedy provided at law or in equity. No failure to exercise or delay by the Lender in exercising any right or remedy under this Agreement or the Convertible Note shall impair or prohibit the exercise of any such rights or remedies in the future or be deemed to constitute a waiver or limitation of any such right or remedy or acquiescence therein. Every right and remedy granted to the Lender under this Agreement and the Convertible Note or by law or in equity may be exercised by the Lender at any time and from time to time, and as often as the Lender may deem it expedient.

7. Further Assurances. Borrower agrees that, from time to time, at its own expense, it will:

(a) Protect and defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, and preserve and protect the Lender's security interest in the Collateral.

(b) Promptly execute and deliver to the Lender all instruments and documents, and take all further action necessary or desirable, as the Lender may reasonably request to (i) continue, perfect, or protect any security interest granted or purported to be granted hereby, and (ii) enable the Lender to exercise and enforce any of its rights and remedies hereunder with respect to any Collateral.

(c) Permit the Lender's representatives to inspect and make copies of all books and records relating to the Collateral, wherever such books and records are located, and to conduct an audit relating to the Collateral at any reasonable time or times.

8. Notices. All notices required or permitted hereunder shall be in writing and shall be given in the manner consistent with the requirements of Section 14 of the Convertible Note.

9. Amendments and Waivers. No modification, amendment or waiver of any provision of, or consent required by, this Agreement, nor any consent to any departure herefrom, shall be effective unless it is in writing and signed by each of the parties hereto. Such modification, amendment, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

10. Exclusivity and Waiver of Rights. No failure to exercise and no delay in exercising on the part of any party, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any other rights or remedies provided by law.

11. Invalidity. Any term or provision of this Agreement shall be ineffective to the extent it is declared invalid or unenforceable, without rendering invalid or enforceable the remaining terms and provisions of this Agreement.

12. Headings. Headings used in this Agreement are inserted for convenience only and shall not affect the meaning of any term or provision of this Agreement.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument, but all of which collectively shall constitute one and the same agreement.

14. Survival. Unless otherwise expressly provided herein, all representations warranties, agreements and covenants contained in this Agreement shall survive the execution hereof and shall remain in full force and effect until the payment in full of the Note and satisfaction of all other obligations owed by any party to the Lender under any of the Bridge Loan Documents.

15. Miscellaneous. This Agreement shall inure to the benefit of each of the parties hereto and all their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be construed to give to any other person, firm or corporation any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained.

16. APPLICABLE LAW. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF NEVADA, WITHOUT REGARD TO THE CHOICE OF LAW RULES OF THAT STATE. ALL LAWSUITS, ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT SHALL EXCLUSIVELY BE BROUGHT TO AND ADJUDICATED IN THE COURTS OF CLARK COUNTY, NEVADA.

17. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THE CONVERTIBLE NOTE, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION THEREOF OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE CONVERTIBLE (AS NOW OR HEREAFTER MODIFIED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER VERBAL OR WRITTEN), IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

18. Attorneys' Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

19. Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements or understandings among the parties.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, this Security Agreement has been executed as of the date first set written above.

BORROWER:

NULEAF RENO PRODUCTION, LLC,
a Nevada limited liability company

By: NuLeaf, Inc.
Title: Manager

By: _____

Title: President

P.O. Box 777326
Henderson, NV 89077

With a copy to:
Brown Brown & Preamsirut
520 South Fourth Street
Las Vegas, NV 89101
Attn: Puoy K. Preamsirut, Esq.
Tel: (702) 384-5563
Fax: (702) 385-6965

LENDER:

MEDIFARM III, LLC,
a Nevada limited liability company

By: Terra Tech Corp.
Title: Authorized Representative and Managing Member

By: _____

Title: _____

INSERT ADDRESS

[Signature Page to Security Agreement]

**EXHIBIT A
COLLATERAL**

For purposes of this Agreement, the term "Collateral" shall mean the following personal property of Borrower, wherever located, now owned or existing or hereafter acquired or created:

a. All inventory, all proceeds and products thereof and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein.

b. All accounts and all proceeds thereof.

c. All equipment and goods, all motor vehicles, all proceeds and products of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein.

d. All general intangibles and all documentation and supporting information related thereto, all rents, profits and issues thereof, and all proceeds thereof.

e. All of the following:

i. Any and all promissory notes and instruments payable to or owing to Borrower or held by Borrower;

ii. Any and all leases under which Borrower is the lessor;

iii. Any and all chattel paper in favor of, owing to, or held by any Borrower, including, without limitation, any and all conditional sale contracts or other sales agreements, whether Borrower is the original party or the assignee;

iv. Any and all security agreements, collateral and titles to motor vehicles which secure any of the foregoing obligations; and

v. All amendments, modifications, renewals, extensions, replacements, additions, and accessions to the foregoing and all proceeds thereof.

f. All deposit accounts, including without limitation, all interest, dividends or distributions accrued or to accrue thereon, whether or not due, and all proceeds thereof.

g. All investment property, all interest, dividends or distributions accrued or to accrue thereon, whether or not due, and all proceeds thereof.

h. All documents, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.

i. All letter-of-credit rights, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.

j. All supporting obligations, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.

k. All of the following:

i. All right, title and interest of Borrower in and to patent applications and patents, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "Patents");

ii. All right, title and interest of Borrower in and to trademark applications and trademarks, including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively, the "Trademarks"), and the good will of the business to which each of the Trademarks relates;

iii. All copyrights of Borrower and all rights and interests of every kind of Borrower in copyrights and works protectable by copyright, and all renewals and extensions thereof, and in and to the copyrights and rights and interests of every kind or nature in and to all works based upon, incorporated in, derived from, incorporating or relating to any of the foregoing or from which any of the foregoing is derived, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively, the "Copyrights");

iv. All of Borrower's trade secrets and other proprietary information, and all proceeds thereof (collectively, the "Trade Secrets");

v. All right, title, and interest of Borrower in, to and under license agreements and contracts concerning Patents, Trademarks, Copyrights, and Trade Secrets, all amendments, modifications, and replacements thereof, all royalties and other amounts owing thereunder, and all proceeds thereof (collectively, the "Licenses"); and

vi. All internet domain names and addresses of Borrower and all proceeds thereof.

FUNDING AGREEMENT

This FUNDING AGREEMENT (this “*Agreement*”) is made and entered into as of October 30, 2017, by and between NULEAF, INC (the “*Nuleaf*”) and MEDIFARM III, LLC, a Nevada limited liability company (“*Medifarm III*”). Nuleaf and Medifarm III shall be collectively referred to herein as “the Parties”).

WHEREAS Nuleaf and Medifarm III have entered into a certain Convertible Loan Agreement whereby Medifarm III desires to hold 50% of the issued and outstanding Membership Interest in Nuleaf Sparks Cultivation, LLC (the “*Company*”);

WHEREAS Medifarm III has agreed to loan Three Million Six Hundred Nineteen Thousand One Hundred Thirty Four Dollars and 02/100 (\$3,619,134.02) (the “*Convertible Note Contribution*”) to Nuleaf, which upon regulatory suitability of Medifarm III shall convert to 50% Membership Interest in the Company, pursuant to a certain “*Convertible Promissory Note*” by and between the Nuleaf and Medifarm III as set forth therein;

WHEREAS, the Company shall require an additional capital commitment to complete the construction of the Nuleaf Sparks Cultivation facility in the amount of One Million One Hundred Thousand Dollars and 00/100 (\$1,100,000) (the “*Additional Capital Commitment*”) to be disbursed as (a) \$800,000 to construction costs; and (b) \$210,000 to furniture, fixtures and equipment (“*FF&E*”);

WHEREAS Nuleaf and Medifarm III each desires to contribute 50% of the required Additional Capital Commitment, subject to the terms and conditions set forth herein below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capital Contribution. Effective upon the execution of this Agreement, Nuleaf and Medifarm III each shall agree to contribute 50% the Additional Capital Commitment to the Company, in the amount of \$550,000 each, on or before November 30, 2017. Funding made by Medifarm III prior to conversion of the Convertible Promissory Note as equity shall be added as principal to the Convertible Promissory Note.

2. Use of Proceeds. The Parties agree that the foregoing Additional Capital Commitment totaling \$1,100,000 shall be used in accordance with the following allocation:

2.1 FFE \$210,000

2.2 Construction \$800,000

Upon conversion of Medifarm III’s Convertible Promissory Note, distributions of profits of the Company shall be made to all Members, pro rata, in accordance with their percentage of Membership Interest, as set forth in the Amended and Restated Operating Agreement (as attached and incorporated herein by reference).

4. Representation as to Title and Authority. The Parties hereto represent and warrant to the other that each is not subject to any encumbrance that would prevent the carrying out of the transactions described herein, and that each of the Parties has all requisite authority and power to effect these transactions as contemplated and effected hereby.

5. Miscellaneous.

5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to the conflicts of laws principles thereof.

5.2 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, understandings or representations, whether oral or written, and may be waived or modified only by a subsequent written agreement signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

5.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.4 Severability. In the event any provision of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable or become unlawful in its operation, such provision shall not affect the rights and duties of the parties with regard to the remaining provisions of this Agreement which shall continue as binding.

5.5 Further Assurances. Each party shall, subsequent to the date hereof, execute such written instruments, render such other assistance, or take all such further actions as the other party shall reasonably request in order to effectuate the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

NULEAF INC:

By: _____

MEDIFARM III:

By: _____

Approved by:

NULEAF SPARKS CULTIVATION, LLC

By: NULEAF, INC.

By: _____

FUNDING AGREEMENT

This FUNDING AGREEMENT (this “*Agreement*”) is made and entered into as of October 30, 2017, by and between NULEAF, INC (the “*Nuleaf*”) and MEDIFARM III, LLC, a Nevada limited liability company (“*Medifarm III*”). Nuleaf and Medifarm III shall be collectively referred to herein as “the Parties”).

WHEREAS Nuleaf and Medifarm III have entered into a certain Convertible Loan Agreement whereby Medifarm III desires to hold 50% of the issued and outstanding Membership Interest in Nuleaf Reno Production, LLC (the “*Company*”);

WHEREAS Medifarm III has agreed to loan Nine Hundred Thousand Two Hundred Twenty Six Dollars and 02/100 (\$918,226.27) (the “*Convertible Note Contribution*”) to Nuleaf, which upon regulatory suitability of Medifarm III shall convert to 50% Membership Interest in the Company, pursuant to a certain “*Convertible Promissory Note*” by and between the Nuleaf and Medifarm III as set forth therein;

WHEREAS, the Company shall require an additional capital commitment to complete the construction of the Nuleaf Sparks Cultivation facility in the amount of Eight Hundred Sixty Thousand Dollars and 00/100 (\$860,000) (the “*Additional Capital Commitment*”) to be disbursed as (a) \$260,000 for current construction costs; (b) \$150,000 as estimated costs for additional packaging area; (c) \$250,000 for equipment and (d) \$200,000 for additional equipment;

WHEREAS Nuleaf and Medifarm III each desires to contribute 50% of the required Additional Capital Commitment, subject to the terms and conditions set forth herein below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capital Contribution. Effective upon the execution of this Agreement, Nuleaf and Medifarm III each shall agree to contribute 50% the Additional Capital Commitment to the Company, in the amount of \$430,000 each, on or before November 30, 2017. Funding made by Medifarm III prior to conversion of the Convertible Promissory Note to equity shall be added as principal to the Convertible Promissory Note.

2. Use of Proceeds. The Parties agree that the foregoing Additional Capital Commitment totaling \$860,000 shall be used in accordance with the following allocation:

- 2.1 Current construction costs \$260,000
- 2.2 Estimated costs for additional packaging area \$150,000
- 2.3 Equipment \$250,000
- 2.4 Additional equipment \$200,000

Upon conversion of Medifarm III’s Convertible Promissory Note, distributions of profits of the Company shall be made to all Members, pro rata, in accordance with their percentage of Membership Interest, as set forth in the Amended and Restated Operating Agreement (as attached and incorporated herein by reference).

4. Representation as to Title and Authority. The Parties hereto represent and warrant to the other that each is not subject to any encumbrance that would prevent the carrying out of the transactions described herein, and that each of the Parties has all requisite authority and power to effect these transactions as contemplated and effected hereby.

5. Miscellaneous.

5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to the conflicts of laws principles thereof.

5.2 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, understandings or representations, whether oral or written, and may be waived or modified only by a subsequent written agreement signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

5.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.4 Severability. In the event any provision of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable or become unlawful in its operation, such provision shall not affect the rights and duties of the parties with regard to the remaining provisions of this Agreement which shall continue as binding.

5.5 Further Assurances. Each party shall, subsequent to the date hereof, execute such written instruments, render such other assistance, or take all such further actions as the other party shall reasonably request in order to effectuate the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

NULEAF INC:

By:

MEDIFARM III:

By:

Approved by:

NULEAF RENO PRODUCTION, LLC

By: NULEAF, INC.

By:

NuLeaf Reno Production | Medifarm III
Capital Contribution Agreement

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Terra Tech Corp. Provides Progress Update on Joint Venture with NuLeaf

Terra Tech makes convertible loan to Nevada-based cannabis cultivation and production operator

Irvine, CA — November 1, 2017 – Terra Tech Corp. (OTCQX: TRTC) (“Terra Tech” or the “Company”), a vertically integrated cannabis-focused agriculture company, today provided an update on the planned joint venture with NuLeaf Sparks Cultivation LLC (“NuLeaf Sparks”) and NuLeaf Reno Production LLC (“NuLeaf Reno”), in Nevada, which was announced on August 30, 2017. A wholly-owned subsidiary of Terra Tech has made a convertible loan to NuLeaf Sparks, and a convertible loan to NuLeaf Reno, both of which will automatically convert to 50% ownership of the NuLeaf entities upon approval by the State of Nevada.

The joint venture is expected to fast track Terra Tech's cultivation and production facilities allowing it to increase supply of its proprietary IVXX wholesale brand to meet the growing demand for cannabis products throughout Nevada. NuLeaf Sparks holds a Nevada medical cannabis cultivation license and is in the process of constructing an approximately 30,000 square foot cannabis cultivation facility in Sparks, Nevada. NuLeaf Reno holds a Nevada medical cannabis production license and is in the process of constructing an approximately 15,000 square foot cannabis production facility in Reno, Nevada. Both facilities are expected to be completed in the fourth quarter of 2017.

“Entering into this agreement is a meaningful accomplishment for Terra Tech,” commented Derek Peterson, Chief Executive Officer of the Company. “Once we receive approval from the State of Nevada, we will automatically become 50% owners in these entities, allowing us to ramp supply of our proprietary IVXX brand of premium cannabis products for the medical cannabis market. This strategy enables us to rapidly move forward with capitalizing on the Nevada opportunity by granting access to new distribution channels and allowing us to grow market share, while maintaining financial discipline over our capital expenditure.

“NuLeaf’s experienced and professional leadership team has over 15 years of direct cannabis experience,” continued Mr. Peterson. “NuLeaf Sparks and NuLeaf Reno are nearing the final stages of construction of their state of the art cultivation and production facilities and cannabis grown at these facilities will be harvested under the safest conditions, free of toxic pesticides, harmful molds and chemical residues in order to meet the high standards associated with our IVXX brand.”

Terra Tech will have access to distribute cannabis product to NuLeaf’s Lake Tahoe and Las Vegas dispensaries. Cannabis produced at the NuLeaf cultivation and production facilities will also supply Terra Tech’s three Blüm dispensaries in Las Vegas and its Blüm Reno dispensary, as well as third party dispensaries across the State of Nevada.

To be added to the Terra Tech email distribution list, please email TRTC@kcsa.com with TRTC in the subject line.

About Terra Tech

Terra Tech Corp. (OTCQX: TRTC) operates through multiple subsidiary businesses including: Blüm, IVXX Inc., Edible Garden, and MediFarm LLC. Blüm’s retail and medical cannabis facilities provide the highest quality medical cannabis to patients who are looking for alternative treatments for their chronic medical conditions as well as premium cannabis to the adult-use market in Nevada. Blüm offers a broad selection of cannabis products including; flowers, concentrates and edibles through its Oakland, CA and multiple Nevada locations. IVXX, Inc. is a wholly-owned subsidiary of Terra Tech that produces cannabis-extracted products for regulated medical cannabis dispensaries throughout California and medical and adult-use dispensaries in Nevada. The Company’s wholly-owned subsidiary, Edible Garden, cultivates a premier brand of local and sustainably grown hydroponic produce, sold through major grocery stores such as ShopRite, Walmart, Winn-Dixie, Raley’s, Meijer, Kroger, Stop & Shop and others nationwide. Terra Tech’s MediFarm LLC subsidiaries are focused on medical and adult-use cannabis cultivation and permitting businesses throughout Nevada.



For more information about Terra Tech Corp visit: <http://www.terratechcorp.com/>

For more information about IVXX visit: <http://ivxx.com/>

For more information about Blüm Nevada visit: <http://letsblum.com>

For more information about Blüm Oakland visit: <http://blumoak.com/>

Visit us on Facebook @ <https://www.facebook.com/terratechcorp/timeline>

Follow us on Twitter @terratechcorp

For more information about Edible Garden visit: <http://www.ediblegarden.com/>

Visit Edible Garden on Facebook @ <https://www.facebook.com/ediblefarms?fref=ts>

Visit IVXX on Facebook @ <https://www.facebook.com/ivxxbrand?fref=ts>

About NuLeaf

NuLeaf is a new approach to health and wellness through marijuana, offering an elevated experience in the medicinal and recreational industries, with unmatched service and quality in a warm and welcoming space. Staffed by the most experienced "budtenders," guests and patients receive personalized hospitality in selecting the most appropriate cannabis and products from NuLeaf's extensive catalog. With more than 18 years of direct cannabis experience, NuLeaf's leadership team has pioneered industry best practices. The company currently operates two licensed storefront dispensaries; one in Las Vegas with close proximity to the Strip making it a convenient and popular destination for tourists to enhance their Vegas experience; and one in Lake Tahoe, the first and only recreational cannabis dispensary in Lake Tahoe.

For more information on NuLeaf Las Vegas, nuleafnv.com/vegas

Visit us on Facebook at [facebook.com/NuLeafLasVegas](https://www.facebook.com/NuLeafLasVegas)

Follow us on Instagram @NuLeafLasVegas

Follow us on Twitter @NuLeafLasVegas

For more information on NuLeaf Lake Tahoe, visit nuleaftahoe.com

Visit us on Facebook at [facebook.com/NuLeafTahoe](https://www.facebook.com/NuLeafTahoe)

Follow us on Instagram at @NuLeafTahoe



Cautionary Language Concerning Forward-Looking Statements

Statements in this press release may be "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "anticipate", "believe", "estimate", "expect", "intend" and similar expressions, as they relate to the company or its management, identify forward-looking statements. These statements are based on current expectations, estimates and projections about the company's business based, in part, on assumptions made by management. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may, and probably will, differ materially from what is expressed or forecasted in such forward-looking statements due to numerous factors, including those described above and those risks discussed from time to time in Terra Tech Corp.'s filings with the Securities and Exchange Commission. In addition, such statements could be affected by risks and uncertainties related to Terra Tech Corp.'s (i) product demand, market and customer acceptance of its equipment and other goods, (ii) ability to obtain financing to expand its operations, (iii) ability to attract qualified sales representatives, (iv) competition, pricing and development difficulties, (v) ability to integrate GrowOp Technology Ltd. into its operations as a reporting issuer with the Securities and Exchange Commission, and (vi) general industry and market conditions and growth rates and general economic conditions. Any forward-looking statements speak only as of the date on which they are made, and the company does not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date of this release. Information on Terra Tech Corp.'s website does not constitute a part of this release.

Contact
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212-896-1238